

OFFICIAL AGENDA
TUESDAY April 1, 2025
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. RECOGNITION

Jason Valdez Detention Center Retirement - 26 Years of Service

9:00 a.m. PUBLIC HEARING

Resolution 25-51 to Grant Tax Abatement to Par Montana, LLC on Class Eight Property

9:00 a.m. ZONE CHANGE PUBLIC HEARINGS

This is an amendment to the County Zoning Regulations. The amendments cover 12 sections of the 2020 Yellowstone County Zoning Code. The Planning staff drafted the amendments to the Yellowstone County Zoning Code to correct errors, cross-references and generally make housekeeping amendments to the code. The code was adopted in late 2020 and is in need of cleanup.

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **COMMISSIONERS**

- a. Proclamation - Child Abuse Prevention Month
- b. Downtown Billings BID Renewal
- c. Resolution 25-50 Rescinding Resolution 25-12 which Allowed Discretion for Admittance of Federal Inmates to Detention Facility
- d. Agreement with the US Marshals Service for Inmate Per Diem Rate

CLAIMS

CONSENT AGENDA

1. **COMMISSIONERS**

- a. Lockwood Pedestrian District Letter of Support for Transportation Alternatives Funding
- b. Multi-Tenant Office Lease Agreement between WFC I LLC, and Yellowstone County

2. **FINANCE**

- a. MDT Grant - Agreement between MDT and Yellowstone County DUI Task Force - State Highway Traffic Safety, 2025 Alcohol and Drug Symposium
- b. Bond for Lost Warrant
- c. Yellowstone Valley Animal Shelter FY25 PILT Request
- d. Notice of Award - Metra Forklift Purchase to Tractor & Equipment Co.

3. **METRA PARK**

Bond for Lost Warrant

4. **PUBLIC WORKS**

- a. Yearly Fuel Tax Certification of Roadway Mileage - SFY 2026
- b. Recommendation of Award – Construction Manager at Risk (CMAR) Services for Duck Creek Road Bridge Scour Mitigation to Sletten Construction Company

5. **SUPERINTENDENT OF SCHOOLS**

- a. Resolution 25-52, a Resolution Approving the Opening of Laurel Elementary School as Presented by the Yellowstone County Superintendent of Schools, Pursuant to Section 20-6-502(3), MCA
- b. Resolution 25-53, a Resolution Approving the Opening of Laurel Intermediate School as Presented by the Yellowstone County Superintendent of Schools, Pursuant to Section 20-6-502(3), MCA

6. **HUMAN RESOURCES**

PERSONNEL ACTION REPORT - Detention Facility - 2 Appointments, 2 Salary & Other, 1 Termination; **IT** - 1 Termination; **Sheriff's Office** - 1 Termination

FILE ITEMS

1. **AUDITOR**

Payroll Audit March 1 - March 15, 2025

2. **CLERK AND RECORDER**

Board Minutes - MetraPark Advisory Board Minutes - February 25, 2025, Lockwood Irrigation District - February 19, 2025

3. **HUMAN RESOURCES**

- a. March 1st through 15th Payroll Audit
- b. Prism Health Group Letter

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: Recognition

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Jason Valdez Detention Center Retirement - 26 Years of Service

BACKGROUND:

RECOMMENDED ACTION:

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: Tax Abatement Resolution - Par Montana, LLC

Submitted By: Steve Williams

TOPIC:

Resolution 25-51 to Grant Tax Abatement to Par Montana, LLC on Class Eight Property

BACKGROUND:

Yellowstone County Board of County Commissioners received an application from Par Montana, LLC, that owns class eight property, for a tax abatement on the property. The board can approve an 80, 90 or 100 percent abatement for the period.

RECOMMENDED ACTION:

Hold public hearing and determine abatement rate (80, 90, 100).

Attachments

Statute

Application

Resolution

West's Montana Code Annotated
Title 15. Taxation (Refs & Annos)
Chapter 6. Property Subject to Taxation
Part 1. Classification

MCA 15-6-138

15-6-138. Class eight property--description--taxable percentage

Effective: October 1, 2023

Currentness

(1) Class eight property includes:

(a) all agricultural implements and equipment that are not exempt under [15-6-207](#) or [15-6-220](#);

(b) all mining machinery, fixtures, equipment, tools that are not exempt under [15-6-219](#), and supplies except those included in class five under [15-6-135](#);

(c) for oil and gas production, all:

(i) machinery;

(ii) fixtures;

(iii) equipment, including flow lines and gathering lines, pumping units, oil field storage tanks, water storage tanks, water disposal injection pumps, gas compressor and dehydrator units, communication towers, gas metering shacks, treaters, gas separators, water flood units, and gas boosters, together with equipment that is skidable, portable, or movable;

(iv) tools that are not exempt under [15-6-219](#); and

(v) supplies except those included in class five;

(d) all manufacturing machinery, fixtures, equipment, tools, except a certain value of hand-held tools and personal property related to space vehicles, ethanol manufacturing, and industrial dairies and milk processors as provided in [15-6-220](#), and supplies except those included in class five;

(e) all goods and equipment that are intended for rent or lease, except goods and equipment that are specifically included and taxed in another class or that are rented under a purchase incentive rental program as defined in [15-6-202\(4\)](#);

(f) special mobile equipment as defined in [61-1-101](#);

(g) furniture, fixtures, and equipment, except that specifically included in another class, used in commercial establishments as defined in this section;

(h) x-ray and medical and dental equipment;

(i) citizens band radios and mobile telephones;

(j) radio and television broadcasting and transmitting equipment;

(k) cable television systems;

(l) coal and ore haulers;

(m) theater projectors and sound equipment; and

(n) all other property that is not included in any other class in this part, except that property that is subject to a fee in lieu of a property tax.

(2) As used in this section, the following definitions apply:

(a) “Coal and ore haulers” means nonhighway vehicles that exceed 18,000 pounds an axle and that are primarily designed and used to transport coal, ore, or other earthen material in a mining or quarrying environment.

(b) “Commercial establishment” includes any hotel, motel, office, petroleum marketing station, or service, wholesale, retail, or food-handling business.

(c) “Flow lines and gathering lines” means pipelines used to transport all or part of the oil or gas production from an oil or gas well to an interconnection with a common carrier pipeline as defined in [69-13-101](#) or a rate-regulated natural gas transmission or oil transmission pipeline regulated by the public service commission or the federal energy regulatory commission.

(d) “Governing body” means the governing body of the county where the class eight property is located.

(e) “Manufacturing machinery, fixtures, and equipment” means all property used in the manufacturing process, whether permanently or temporarily in place, to transform raw or finished materials into something possessing a new nature or name and adopted to a new use. The term includes but is not limited to refinery property.

(3) Except as provided in [15-24-1402](#) and this section, class eight property is taxed at:

(a) for the first \$6 million of taxable market value in excess of the exemption amount in subsection (4), 1.5%; and

(b) for all taxable market value in excess of \$6 million, 3%.

(4)(a) Except as provided in subsection (4)(b), the first \$1 million of market value of class eight property of a person or business entity is exempt from taxation.

(b) Subject to subsection (6), manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, are exempt or partially exempt from taxation for a period of 5 years starting from the later of the date they were placed in service or October 1, 2023, after which the exemption amount allowed under subsection (6)(d) is phased out at a rate of 20% of the amount allowed by the governing body a year, with the property being assessed at 100% of its taxable value after a 10-year period. An entity that claims a tax exemption under this subsection (4)(b) shall maintain adequate books and records demonstrating the investment the owner made when installing and placing the property into service in the state. The property owners shall make the records available to the department for inspection on request.

(5) The gas gathering facilities of a stand-alone gas gathering company providing gas gathering services to third parties on a contractual basis, owning more than 500 miles of gas gathering lines in Montana, and centrally assessed in tax years prior to 2009 must be treated as a natural gas transmission pipeline subject to central assessment under [15-23-101](#). For purposes of this subsection, the gas gathering line ownership of all affiliated companies, as defined in [section 1504\(a\) of the Internal Revenue Code, 26 U.S.C. 1504\(a\)](#), must be aggregated for purposes of determining the 500-mile threshold.

(6)(a) In order for a taxpayer to receive the tax abatement described in subsection (4)(b), the taxpayer shall submit an application for the abatement and a project plan to the governing body and receive approval pursuant to this subsection (6). For property in which a taxpayer does not seek approval prior to commencing construction, the taxpayer shall apply:

(i) by March 1 of the year during which the abatement is first applicable for property placed in service on or after October 1, 2023; or

(ii) by January 31, 2024, for property placed in service after December 31, 2022, and before October 1, 2023.

(b) In order to receive an abatement, the governing body must approve the abatement request in the application by resolution for each project, following due notice as provided in [7-1-2121](#) and a public hearing. The governing body may not grant approval for the project until the applicant's property taxes have been paid in full. Taxes paid under protest do not preclude approval. If a taxpayer receives approval of a tax abatement prior to commencement of construction, the abatement does not extend to property that is outside the scope of the project plan that was submitted to the governing body with the application.

(c) The purpose of the public hearing is to determine whether the manufacturing machinery, fixtures, and equipment eligible for an abatement has an impact on services. The governing body shall:

(i) publish due notice within 60 days of receiving a taxpayer's complete application for the tax abatement; and

(ii) conduct a public hearing regarding an application for the tax abatement and make a determination whether the eligible abatement activities will have a fiscal impact to the county.

(d) Within 120 days of receiving the application provided for in subsection (6)(a), the governing body shall issue a decision regarding whether to allow the abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving the application, the application is considered approved in an amount equal to 100%. If the property qualifies for the abatement, the local government may not deny the abatement and the minimum amount of the abatement may not be less than 80%.

Credits

Enacted by Laws 1979, ch. 693, § 8. Amended by Laws 1981, ch. 575, § 62; amended by Laws 1983, ch. 278, § 1; amended by Laws 1983, ch. 599, § 1; amended by Laws 1985, ch. 516, § 4; amended by Laws 1985, ch. 743, § 3; amended by Laws 1987, ch. 453, § 5; amended by Laws 1987, ch. 584, § 1; amended by Laws 1987, ch. 611, § 3; amended by Laws 1989, ch. 576, § 2; amended by Laws 1989, ch. 598, § 2; amended by Sp. Sess. Laws June 1989, ch. 10, § 5; amended by Laws 1993, ch. 575, § 1; amended by Laws 1995, ch. 570, § 1; amended by Laws 1997, ch. 121, § 2; amended by Laws 1997, ch. 496, § 2; amended by Laws 1999, ch. 285, § 12; amended by Laws 1999, ch. 551, § 1; amended by Laws 1999, ch. 555, § 2; amended by Sp. Sess. Laws May 2000 (Laws 2000, 1st Sp. Sess.), ch. 11, § 2; amended by Laws 2001, ch. 438, § 1; amended by Laws 2003, ch. 114, § 19; amended by Laws 2003, ch. 505, § 1; amended by Laws 2005, ch. 3, § 1; amended by Laws 2005, ch. 531, § 1; amended by Laws 2005, ch. 532, § 2; amended by Laws 2005, ch. 542, § 6; amended by Laws 2005, ch. 584, § 2; amended by Laws 2009, ch. 2, § 20, eff. Oct. 1, 2009; amended by Laws 2009, ch. 343, § 1, eff. April 24, 2009; amended by Laws 2009, ch. 421, § 5, eff. April 30, 2009; amended by Laws 2009, ch. 487, § 1, eff. May 10, 2009; amended by Laws 2011, ch. 411, § 2, eff. July 1, 2011; amended by Laws 2013, ch. 11, § 1, eff. Feb. 13, 2013; amended by Laws 2013, ch. 268, § 4, eff. Oct. 1, 2013; amended by Laws 2013, ch. 396, § 2, eff. May 6, 2013; amended by Laws 2015, ch. 361, § 8, eff. April 29, 2015; amended by Laws 2021, ch. 506, §§ 4, 5, eff. July 1, 2021, and Oct. 1, 2022; amended by Laws 2023, ch. 45, § 2, eff. Oct. 1, 2023; amended by Laws 2023, ch. 234, § 1, eff. April 24, 2023; amended by Laws 2023, ch. 695, § 1, eff. Oct. 1, 2023.

Notes of Decisions (16)

MCA 15-6-138, MT ST 15-6-138

Current through chapters effective January 1, 2024 of the 2023 Session. Some statute sections may be more current, see credits for details.



Property Tax Abatement Application for Manufacturing Machinery, Fixtures, and Equipment

ABATE
V1 9/2023

The property owner or the property owner's representative must submit this application to the local governing body of the county where the property is located for approval by resolution. Refer to 15-6-138, MCA for the definition of manufacturing machinery, fixtures, and equipment, and for detailed information on the application process.

For property used in a manufacturing process for which the property owner did not seek approval prior to commencing construction, the property owner must apply by:

- March 1 of the year during which the abatement is first applicable for manufacturing machinery, fixtures, and equipment installed and placed in service after October 1, 2023; or
- January 31, 2024, for manufacturing machinery, fixtures, and equipment installed and placed in service after December 31, 2022, and before October 1, 2023.

Required Information

Applicant Name

Par Montana LLC

Property Address

700 Par Montana Rd.

Mailing Address

825 TOWN AND COUNTRY LN STE 1500

City Billings

City HOUSTON

State TEXAS ZIP 77024

State Montana ZIP 59101

County Yellowstone County

Email TAX@PARPACIFIC.COM

Geocode(s) Can be found on the classification and appraisal notice.

Contact Phone -

Assessment code(s) Can be found on the classification and appraisal notice.

Complete the questions below for the project's qualifying manufacturing machinery, fixtures, and equipment.

1. Project's construction commencement date _____
2. Project's estimated construction completion date _____
3. A project plan is included with the application providing specific descriptions of qualifying manufacturing machinery, fixtures, and equipment. Yes No
Project plan must include site plans, construction blueprints or CAD files, and detailed equipment list with complete installation costs for each qualifying component.
4. NAICS code for the property 324110

Applicant Signature Tony Oliver Date 2-28-2025

Printed Name TONY OLIVER

Important! The applicant must provide a copy of their application to the Department of Revenue within 30 days of submitting their application to the local governing body.

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

County Government Use Only

Within 120 days of receiving an application, the local governing body shall issue a decision whether to approve an abatement at 100%, 90%, or 80%. If the governing body fails to issue a decision within 120 days of receiving an application, the application is considered approved in an amount equal to 100%. If an applicant's property qualifies for the abatement, the local governing body may not deny the abatement and the minimum amount of the abatement may not be less than 80%. Please refer to 15-6-138, MCA , for detailed information on the application process.

Complete the questions below.

- 1. Tax abatement application received on _____
- 2. Local governing body published public hearing notice within 60 days of receiving a completed application.
 Yes No
- 3. Public hearing held on _____
- 4. Project tax abatement Approved Denied
 If Approved, exemption amount is: 100% 90% 80%
- 5. Approved tax abatement to be implemented beginning Tax Year _____

In the first five years after the manufacturing machinery, fixtures, and equipment assets are placed in service, the assets will be designated as 80% exempt, 90% exempt or 100% exempt. The initial year that the assets are placed in service must be designated in the approving resolution.

The exemption must be phased out at a rate of 20% of the amount allowed by the local governing body with the property being assessed at 100% of its taxable value after a 10-year period. In subsequent years, the property must be taxed at 100% of its taxable value.

Important! Approved application and resolution must be sent to:

Department of Revenue
PO Box 8018
Helena MT 59604-8018

County Official Signature _____ **Date** _____

Printed Name _____ **Title** _____

Questions? Contact us at dorpadindustrial@mt.gov or (406) 444-7968.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25 - 51

Resolution to Grant Tax Abatement to Par Montana, LLC on Class Eight Property

WHEREAS, pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, if an owner of class eight property applies for a tax abatement on the property to a board of county commissioners, the board must approve the abatement. Attached is a copy of the statute. For the first five years, the tax on the property is abated at 80, 90 or 100 percent. *Id.* For the next five years, the tax on the property is increased until the property is fully taxed. *Id.* Pursuant to Section 15-6-138(6)(d) of the Montana Code Annotated, the only discretion a board has with the tax abatement is the percentile of the abatement during the initial five-year period of the abatement. The board can approve an 80, 90 or 100 percent abatement for the period. *Id.* If a board does not act upon an application, the application is deemed approved at 100 percent of the abatement during the period. *Id.*

WHEREAS, pursuant to Section 15-6-138(6)(b) of the Montana Code Annotated, for a board of county commissioners to grant a tax abatement on class eight property, it should pass a resolution of intent to hold a public hearing, publish notice of the public hearing, receive public comment, hold a public hearing and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received an application from Par Montana, LLC, that owns class eight property, for a tax abatement on the property. Attached is a copy of the application. The Board reviewed the application. Par Montana, LLC appeared to meet the requirements to receive an abatement. The application was timely submitted and appears to encompass class eight property. Pursuant to 15-6-138(4)(b), the Montana Department of Revenue has the ability to examine the books and records of the company to verify that the subject property meets the requirements of the abatement.

WHEREAS, on March 18, 2025, the Yellowstone County Board of County Commissioners passed a resolution of intent to approve a tax abatement for the class eight property of Par Montana, LLC and set a public hearing on the adoption for April 1, 2025. On March 21, 2025 and March 28, 2025, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On April 1, 2025, the Board held a public hearing on the abatement. The Board heard comments on the abatement. The Board considered the comments. The Board determined Par Montana, LLC met the requirements to receive the abatement and ____ percent tax abatement would be appropriate for the initial five-year period.

NOW THEREFORE, BE IT RESOLVED,

Pursuant to Section 15-6-138(4)(b) of the Montana Code Annotated, the Yellowstone County Board of County Commissioners approves a tax abatement on the class eight property owned by Par Montana, LLC as indicated in the application Par Montana, LLC meets the requirements to receive the abatement and the percentile of the abatement during the initial five-year period is ____ percent. The Department of Revenue retains the final determination of the amount of property that qualifies as class 8 property subject to the abatement and can reduce the amount of qualifying property if it determines that portions of the property contained in the application do not qualify for abatement under MCA 15-6-138.

Passed and Adopted on the 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachments
Application
Statute

B.O.C.C. Regular

Meeting Date: 04/01/2025

SUBJECT: County Zone Change 727 - Text Amendments to County Zoning Regulations

THROUGH: Anna Vickers

FROM: Nicole Cromwell

TOPIC

This is an amendment to the County Zoning Regulations. The amendments cover 12 sections of the 2020 Yellowstone County Zoning Code. The Planning staff drafted the amendments to the Yellowstone County Zoning Code to correct errors, cross-references and generally make housekeeping amendments to the code. The code was adopted in late 2020 and is in need of cleanup.

REQUEST

The County Zoning Commission initiated these amendments on February 10, 2025. The code was adopted in late 2020 and is in need of cleanup. In addition, the County Board of Adjustment and the County Zoning Commission have suggested several amendments over the last four (4) years to improve the code and align it with county growth policy goals. Some of the amendments mirror the updates to the city's zoning code adopted over the last four years, especially the urban zoning districts available through the Planned Neighborhood Development zoning process (Sec. 27-800).

The Zoning Commission held a public hearing on March 10, 2025, and reviewed the final drafts to make a recommendation to the County Commissioners. The Zoning Commission is recommending approval of the final drafts. The final drafts cover these sections of the code:

1. Residential zones - Section 27-300
2. Commercial and Mixed Use zones - Section 27-400
3. Public zones - Section 27-500
4. Industrial zones - Section 27-600
5. Planned Neighborhood Development process standards - Section 27-800
6. Use Table and Use Standards - Section 27-1000
7. Proportionate Compliance standards - Section 27-1100
8. Landscaping standards - Section 27-1200
9. Off-street parking - Section 27-1300
10. Sign Code - Section 27-1400
11. Nonconformities - Section 27-1500
12. Violations and Enforcement - Section 27-1700

APPLICATION DATA

Not applicable

APPLICABLE ZONING HISTORY

The current Yellowstone County Zoning Code was adopted by the County Commissioners in November 2020 with an effective date of December 15, 2020. Since that time, only one amendment has been made to clarify the zoning for marijuana businesses.

CONCURRENT APPLICATIONS

None.

SURROUNDING LAND USE & ZONING

Not applicable

REASONS

Since the adoption of the Yellowstone County Zoning Code in late 2020, Planning staff have been monitoring the implementation of this completely revised zoning. The new code was the culmination of a three-year process - Project ReCode - that included a separation of the unified code into two separate zoning codes - one for the city and one for the county. The County code housekeeping was delayed due to an emergent issue with marijuana business land use standards and regulations that happened in late 2021. The adoption of interim zoning in 2021 resulted in significant time invested in studying the issue and its real and anticipated impact on the zoned areas of Yellowstone County. In late 2023, the County Commissioners adopted the final set of zoning regulations for marijuana businesses and these are in effect in the zoning jurisdiction.

While most of the proposed changes are corrections of errors, or cross-references, some are changes to the code that are substantial, including a change to the Rural Residential zone districts to allow more than one principal dwelling on an undivided lot depending on lot area, a change to the sign code allowing billboard signs to use LED technology displays (on a motion of the County BOA), and other changes to the sign code to align with city initiated sign code changes. The Planning staff believes these substantive changes will ease some pain points of the new code and keep the codes effective and efficient. Not every change or amendment adopted by the city over the last three years is applicable or appropriate to the County's zoning code.

Code Amendments Summary

1. Section 27-300 - Residential and Neighborhood Zone Districts

The amendments to this section include minor edits to correct errors as well as more substantive changes. Required locations for storage of trash containers caused confusion early on in the implementation phase of the new code. Since lots in the county zoned area tend to be larger lots, allowing the storage of trash containers in an interior side yard in addition to a rear yard is acceptable. The new code also did not include the previous code language excepting unoccupied structures from the height limits in the residential zones that apply to occupied structures. This language is proposed to be added back to provide exceptions for chimneys, cupolas, water towers or tanks and similar accessory and unoccupied structures in the residential zones. The city code will also be modified to include this height exception language. The third change to the residential code is in reference to how yards must be treated. The 60% landscaping requirement for front, side, and rear yards was not an enforceable provision or an improvement to county neighborhoods. In a semi-arid, high-elevation climate, keeping a large lot in living landscape is not a viable option. Many county residents choose a low-water option for their yards and other parts of the county's zoning and property maintenance codes require these areas to be kept clean. The fourth change is to put back into the code the arterial setback requirements for buildings and required parking. This was inadvertently left out of the code when it was updated in 2020. These setbacks are important for safety as well as for reserving land for potential future expansion of an arterial street such as Bitterroot Drive, Alkali Creek Road, Grand Avenue, Johnson Lane, Old Hardin Road, or 48th St West to name a few of the county's arterial streets.

The amendments to sections 27-304 through 27-312 mostly mirror the changes already completed for similar residential and neighborhood zones in the city. The exceptions to this are the changes to the N4 and RR1/RR3 zone districts at 27-304 and 27-305. The current code for the N4 zones does not have provisions to allow multiple dwellings (principal buildings) on a larger lot. For example, in the N4 the minimum lot area is 15,001 square feet (sf) and the minimum lot width at the street is 80 ft. If there were a

38,000 sf lot and 170 ft of street frontage, then the lot should be able to have a second dwelling on the lot and still meet the intent and purpose of the N4 zone district - large lot suburban style development. The changes in the N4 zone are intended to allow this without the need to subdivide the lot to provide a second parcel. The lot must meet the minimum lot width and minimum lot area required for each principal building. This provision would not override or replace any subdivision covenants that are contrary to this zoning. For example, if the covenants state that no parcel may have more than one single family dwelling unit, and no parcel may be further subdivided, then that is the requirement. The zoning would not overcome these restrictions. In the Rural Residential zones in Section 27-305, the code currently allows only one principal building per lot - regardless of the lot area or street frontage of the parcel. The proposed amendment would allow two dwellings per parcel as long as the minimum lot area is met for each residence. For example, if there is a home on a lot in the RR3 zone that is 7 acres, an additional residence on the property can be built without subdividing the parcel. The lot has at least three acres for each principal building.

Other amendments in these zone districts include allowing a detached accessory building to be in any yard except the front yard. The front yard is the location between the street and the front facade of the dwelling. The current code only allows detached accessory buildings in the rear yard or the rear yard and a side yard. This change would allow a detached accessory building in the rear yard, interior side yard, or the street side yard. Another amendment to these sections is to exempt lots on cul-de-sacs or flag lots from the building and siting standards for the residential zones. There are many county residential subdivisions with these features that would otherwise be considered non-conforming. Another substantive change is the reference to a "Type A" and "Type B" manufactured home. A legislative amendment in 2023 discontinued the allowance to designate types of manufactured homes by design or year built. This amendment brings the county code into compliance with the new state law.

2. Section 27-400 - Commercial and Mixed-Use Districts

Amendments in this section also include minor corrections and cross-references. A change to the state law for city zoning required allowing multi-unit development in any mixed-use or commercial zone. Although the county is not required to allow this, it makes sense to allow this within the urban zone districts that are allowed within the Lockwood Water and Sewer District area. It is a flexibility that encourages the infill of underused parcels that may not need a zone change to build multifamily dwellings due to the location and expectation of use intensity in a commercial or mixed-use zone. Amendments to this section also include adding back the height exceptions similar to the changes in Section 27-300.

3. Section 27-500 - Public Districts

This is a minor clarification on the existing height exception rule to differentiate between a "structure" and a "building". A structure is anything that requires location on or in the ground, while a building is a structure that has four walls and a roof. These are definitions that already exist within the zoning code in Section 27-1803.

4. Section 27-600 - Industrial Districts

The only amendment for this section is identical to the other amendments for height exceptions.

5. Section 27-800 - PND Process and Urban District Uses

The changes for this section include language to clarify the Planned Neighborhood Development (PND) is a process and not a type of zone district. The update to the use table in Section 27-803.C, is intended to mirror the changes already in place for the city zone districts. This includes the allowance for multi-unit development in commercial and mixed-use zones,

6. Section 27-1000 - Uses and Use Standards

The amendments include changes to the Principal Use Table (Table 27-1000.1) and to the Accessory Use Table (Table 27-1000.4). The first change in the Principal Use table is to remove the reference to manufactured home types and allow these in districts. A separate change in the definition section clarifies that a manufactured home is a home built on or after June 15, 1976. Any home manufactured prior to this date is a mobile home and would not be allowed to be placed in any of the county's residential zones. Currently, the code states a mobile home (built prior to the HUD code of 1976) can request a special review to be placed in a rural residential zone. The county has not approved any of these requests since 2009, and state law does not require a city or county to provide a zone district where these would be allowed by right or by conditional approval. A home manufactured prior to 1976 is now at least 50 years old and likely reaching its suitability for a safe dwelling. There are a few that still existing on zoned property in the county, but these will be replaced eventually either with site-built homes, modular homes built to the residential building code, or a manufactured home that was built under the 1976 HUD code.

The next amendment to the use table is to clarify where casinos and bars are required to meet minimum separations as per Section 27-1005. (G and J) and where a special review is required and where it is permitted. The primary reason for a special review of either a bar or casino is to review separation distances and to grant a waiver or not grant a waiver of those requirements. The Light Industrial (I1) zone district is exempt from separation distances. The staff proposes to eliminate the special review requirement for casinos in the I1 zone district and make them an allowed use. To qualify as a primary use, a casino must have more than nine gambling machines or gaming tables.

A third major amendment is to allow personal service and studio or instruction services in the Public 3 (P3) - Civic Campus zone district. Metra Park is a P3-Civic Campus zone. Allowing these two business types will allow a diverse market for activity in these districts. The amendment also proposes to allow limited retail businesses in the Light Industrial (I1) zones without drive-through service. There are several of these limited retail businesses that exist within county I1 zone districts, including the Archery Store and Summit Clothing in Lockwood.

Amendments in Section 27-1003 are intended to reflect the updates in the Use Tables both in this section and in Section 27-800 for urban zone districts. Other changes reflect changes already made in the city zoning code that eased some difficulty in code administration or are under consideration to clarify the code. The proposed amendment to allow the re-use of shipping containers for a building in any zone district has been shelved at this time. Staff research revealed that most similar cities and counties in the region do not have specific regulations and those that do have regulations note that no one takes advantage of the allowance. It is likely the requirement to make the container compliant with building codes is cost-prohibitive in this climate.

The proposed changes for accessory uses and structures are to clarify when detached accessory structures are included in the size limitations. The proposed changes in the accessory use table are intended to clarify when uses have use restrictions or location limits.

7. Section 27-1100 - Proportionate Compliance

These amendments are intended to mirror the updates and improvements already made to the city zoning code. The changes are intended to provide clarity as to when incremental compliance with the new zoning standards is required when a building or site is remodeled or updated. This happens more often in the city limits but also applies within the county zoned area.

8. Section 27-1200 - Landscaping

This part of the county zoning code was adopted prior to the remainder of the update that happened in December 2020. This section needs amendments to clarify when certain landscape elements are required, such as buffer yards, parking lot landscaping and whether tree preservation for use in a new development is allowed. In addition, there was an area in Section 27-1203.B concerning the minimum lot area that triggers the requirement for a Landscape Architect to design a landscape plan. No landscape

plan is required for new residential subdivisions or developments, regardless of the development size. All new residential lots are required to provide street trees except in the Rural Residential (RR1/3) or Agricultural (A) zone districts. A proposed new section will require some minimal screening of utility and mechanical equipment to the maximum extent possible. A final amendment updates some language in the fence requirements to allow additional materials, including commercial zone districts for the use of barbed wire or electrical fencing. The amendment would allow non-listed fence materials to be allowed through administrative relief rather than special review by the County Commissioners.

9. Section 27-1300 - Parking and Loading

The minor amendment to the parking rate table (Table 27-1300.1) is intended to mirror the city code changes to relieve some pressure to provide off-street parking for residential uses. This includes reducing the minimum from two to one for multi-unit developments (3 or more attached dwellings) and for manufactured homes.

10. Section 27-1400 - Sign Code

This is an extensive amendment to the sign code that will match similar changes in the city sign code to alleviate pain points such as requiring commercial landlords to manage attached wall sign area allocations, duplicating and contradicting sign measurement standards and correcting errors in the code. The sign code in the county also did not specify that billboards - off-premise signs - could have Electronic Message Displays (EMDs). The County Board of Adjustment (BOA) heard an appeal from a billboard sign company to make a ruling on this issue. The BOA ruled in favor of the sign company to allow the EMD and directed staff to prepare an amendment that clarified this code allowance.

11. Section 27-1500- Nonconformities

These are minor changes to include all zone districts in the county and to allow for the re-building of any residential use in any zone district except for the Heavy Industrial (I2) zone. This change provides every residential homeowner the ability to keep their equity and investment in their property. For example, if I owned a home in a Heavy Commercial zone, I would not be allowed to rebuild that home in the case of a fire or other calamity. This situation has led to some neglect of property maintenance and the inability of homeowners to acquire insurance or mortgages for existing homes.

12. Section 27-1700 - Violations Enforcement and Remedies

This amendment will allow the County Commissioners to appoint an enforcement officer for the county zoning code. The Commissioners have already made this delegation to the County Code Enforcement and Junk Vehicle Director, Mike Schieno. This amendment will formalize this understanding. The Planning staff, through the Zoning Coordinator position, will still administer, interpret and apply the code on a day-to-day basis for county zoning permits and zoning applications. The Planning staff works closely with Mr. Schieno and the County attorney's office when complaints about zoning violations are received. The amendment also includes a reference to the state law that requires a county to provide at least 30 days for a person to bring a property into compliance with the zoning regulations prior to filing a formal complaint with a court.

RECOMMENDATION

The Zoning Commission is recommending the adoption of all the proposed amendments to the County Zoning Regulations and the findings of the 11 review criteria.

ZONING COMMISSION PUBLIC HEARING AND DISCUSSION

County Zoning Commission hearing March 10, 2025

The County Zoning Commission conducted its public hearing on the proposed amendments and reviewed the drafts with staff. There were a few clarifying questions about the changes to the code sections. There was no public testimony and no written testimony submitted to the Zoning Commission. The planning staff published the draft amendments on its web page, sent the drafts to interested parties, published a legal ad, and posted the notice in five public places within the county as required by state law.

The Zoning Commission concurred that the recommended changes would make the code easier to apply and interpret and reduce conflicts in the future. Commission member Todd Hewitt made a motion to recommend approval and adopt the findings of the 11 review criteria. The motion was seconded by Blaine Poppler and it was approved on a 4-0 vote. Commission member M. Tuss was absent from the hearing.

PROPOSED COUNTY COMMISSION DETERMINATIONS

Prior to making a decision, the Board of County Commissioners shall consider the Zoning Commissions' recommended findings:

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

The proposed Zoning Text Amendments are consistent with the following goals of the 2008 County Growth Policy and the 2016 Lockwood Growth Policy.

2008 County Growth Policy goals and objectives:

- Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns identified in neighborhood plans.
- New developments that are sensitive to and compatible with the character of adjacent City neighborhoods and County townsites.
- Affordable housing for all income levels is dispersed throughout the City and County.
- Common to all types of housing choices is the desire to live in surroundings that are affordable, healthy and safe. Contiguous development focused on and around existing population centers separated by open space.
- More housing and business choices within each neighborhood.
- Attractive and accessible communities.
- Preserve neighborhood character and quality of life.
- Visually appealing communities.
- An inviting and attractive urban interstate corridor through the County.
- Protection of groundwater, surface water, riparian areas, air quality, and productive agricultural land.
- Predictable and timely development review procedures.
- Neighborhoods and communities prepared to react to natural disasters and other emergencies.
- Accessible, affordable and nutritious food for everyone.
- Healthy, safe neighborhoods and communities with a sense of pride.
- Active, safe neighborhoods with a high quality of life.
- Adequate affordable housing and living wage options for all citizens.

2016 Lockwood Growth Policy:

- Lockwood is a community that will evolve into a Main Street-style Town Center surrounded by a range of housing options that support and sustain, both fiscally and socially, the community's investments in schools, public water and sewer, transportation, recreation, and public safety while providing economic opportunities in general commercial and light and heavy industry businesses in areas shown on the preferred land use map.
- The existing zoning of R-15,000 (RR1 & RR3) may be changed to higher densities of 7--10 dwelling units per acre. The existing zoning of R-9,600 (N4 and N3) may be changed to higher densities of 4--6 dwelling units per acre.
- A mixed-use zoning district may be applied to properties within the area designated as the Town

Center.

- Consider constructing private and public improvements to higher design standards in the more densely developed areas.
- Take into account pedestrian safety when designing private and public infrastructure. Industrial development may be located along existing and proposed transportation corridors north of the interstate.
- A Targeted Economic Development District (TEDD) may be used to foster secondary, value-adding economic development. Properties within the general area of the TEDD may be initially zoned as agriculture with the intent of rezoning to an industrial zoning district when and if the TEDD is implemented.
- Commercial retail and services may be considered appropriate in areas designated for industrial land uses along principal and minor arterials in addition to areas designated for commercial land uses.
- Consider connectivity and convenient access for all users when designing a future road network.
- The proposed zoning code amendments are consistent with these County Growth Policy goals and the 2016 Lockwood Growth Policy. The updated code is clearly oriented to suburban and rural development patterns.

There is emphasis on allowing denser urban patterns to emerge in Lockwood based on the infrastructure available and the local services. The County's rural pattern of development will continue with amended regulations that recognize the agricultural pursuits of both homeowners and farmers and ranchers. The amended code provides more predictability for administrative processes and allows Lockwood to achieve its growth goals.

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

The updated zoning requires minimum setbacks, open and landscaped areas and building separations in the county's zone districts. The updated zoning, as do all zoning districts, provides adequate building separations and density limits to provide security from fire and other dangers. The updated zoning will allow rural development patterns to persist and be a normal pattern throughout most of the County's zoning jurisdictions. The rural development pattern has additional setbacks and building restrictions that can prevent the spread of fire from structure to structure.

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

Transportation : The proposed zoning code amendments will put back into the code the arterial setback requirements that protect the County's ability to improve and expand these major transportation routes in the future. These requirements were inadvertently left out of the code update in 2020.

Water and Sewer: The county does not provide water or sewer services throughout the County zoned area. Lockwood does have a water and sewer district and this area is allowed to have denser residential development and mixed-use commercial districts. Clarification of urban districts is important for future re-zoning in the Lockwood area.

Schools and Parks : Schools and parks should not be affected by the proposed zoning amendments. Planning staff did reach out to these organizations, and have not received any comments.

Fire and Police : Fire and other public safety services should not be affected by the proposed zoning amendments. Planning staff did reach out to these organizations and have not heard any comments.

4. Whether the new zoning will promote public health, public safety and general welfare?

Public health, public safety and general welfare will be promoted by the proposed zoning code amendments. Public health will be improved by clarifying the allowed uses in the urban zone districts. Rural residential development can continue, and the amendments will allow some rural lots to add one additional dwelling without a subdivision. General welfare will be promoted by making the code more understandable, easier to implement and with rural-specific provisions incorporated throughout.

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

The proposed zoning amendments, as do the current zoning requirements, provide for sufficient setbacks to allow for adequate separation between structures and adequate light and air.

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

The updated zoning has off-street parking requirements that better reflect the parking demand for residential land uses. The amendment to require minimum arterial street setbacks will improve the safety and integrity of arterial streets in the county.

7. Will the new zoning promote compatible urban growth?

The zoning amendments do promote compatibility with urban growth. The City and County will have separate zoning codes, but the code updates will equalize the provisions for the urban zone districts in the city and county.

8. Does the new zoning consider the character of the district and the peculiar suitability of the property for particular uses?

In general, this criterion is not applicable to text amendments. The text amendments do clarify where certain uses may be located and update some of those use standards.

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

In general, the zoning code amendments should conserve the value of buildings throughout the County. The amendment to Section 27--1500 Nonconformities will help preserve individual investments in residential homes regardless of the zone district where those dwellings are located.

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

The zoning amendments to the use table and standards will encourage the most appropriate use of land in Yellowstone County.

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

The county zoning jurisdictional area was originally extended approximately 4.5 miles from the city limits in 1973. Since that time, the city limits have expanded, but the jurisdictional boundary for county zoning has not expanded. There are areas where active agricultural uses are directly adjacent to newer city neighborhoods and commercial developments. It is not always possible to create compatibility in these areas, particularly since annexation is most often accomplished by petition of the property owner. The code amendments that make the urban districts similar to the uses and use standards in the city may help alleviate some discordance between the city and county zone districts. Keeping the sign code similar to the city's sign code will normalize the competition between city and county commercial developments. The amendments improve the compatibility between the city and county zoning.

Attachments

Draft Amendment for April 1 2025

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-300 – Neighborhood Districts**, to correct errors, provide clarification and continuity of the of the regulations.

Section 1. Section 27-302.H – Neighborhood Districts - is amended as follows:

Section 27-302. District Descriptions

.....

H. NX2: Mixed Residential 2 (Permitted Only with a PND)

The NX2 district in the county is intended for use only with a planned neighborhood development process (PND) per Section 800. The district is intended for small- and mid-scale multiple-family homes with ~~3~~2 to 8 units, in small neighborhood nodes. The buildings are oriented to the street in walkable blocks with doors and windows on front facades and parking/garages located behind the buildings.

Section 2. Section 27-303 – Regulations that apply to all Neighborhood Districts, are amended as follows:

A & B – remain unchanged

C. Access to residences must be from any public or approved private street right-of-way. All lots shall have one lot line located fully on a public or approved private street right-of-way, except one of every four lots in the development may be located on a shared open space. See Section 27-1305 for driveways.

D through F – remain unchanged

G. Trash, Recycling, Refuse Locations.

For all buildings with five or more units, all trash, recycling, and other refuse areas must be located and treated as follows:

1. Trash, recycling, and other refuse areas must be located in either the rear yard, or interior side yard, of the lot.
2. ~~When no rear yard exists or when the rear yard is less than 10 feet in depth, trash, recycling, and other refuse areas may be located in the rear portion of an interior side yard.~~
3. ~~2.~~ Trash, recycling, and other refuse areas may be located inside the building with access doors off the rear or interior side facade. ~~Access doors may be located off a non-primary frontage facade with an Administrative Relief per Section 27-1600.~~ Access doors must be opaque, screening a minimum of 80 percent of the opening.
- ~~4.~~ 3. See Section 27-1200 for specifically required screening of trash, recycling, and other refuse areas.

New Section 27-303.H – Maximum Height Exceptions

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.

(b) Buildings permitted in neighborhood and residential districts may exceed the height limitations of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Section 27-1626) for increases greater than allowed by administrative relief.

~~(H)-I. ALLOWED ENCROACHMENTS (remaining text and table are not amended)~~

~~(I) YARD TREATMENT~~

~~Build-to zones, and front, side and rear yards shall be a minimum of 60 percent landscape area. Driveways are not permitted within the minimum side setbacks or any rear setback not abutting an alley. See Section 27-1305 for driveways.~~

J. FRONT ENTRANCES – remains the same

K. Arterial setbacks. Minimum arterial setbacks as follows apply to all residential and neighborhood districts:

1. No building or structure shall be erected or maintained within fifty (50) feet of the centerline of an arterial street. In addition, no required parking area or portion thereof, including driving aisles, shall be constructed or located within forty (40) feet of the centerline of an arterial street. Any new construction that increases the number of required off-street parking spaces must locate these additional required parking spaces in areas that comply with these locational standards.
2. Approved signs and public use controls and systems, trees trimmed up eight (8) feet and canopies with at least eight (8) feet clearance, shall be permitted in this setback area. For the purpose of this subsection, canopies shall be defined as covers that are solely attached to and supported by the structure to which it is attached and which can be removed without destroying any part of that supporting structure. This shall only apply to canopies attached to the principal structure.
3. The designation of a street as an arterial shall be as shown on the most recent functional classification map approved by the Metropolitan Planning Organization (MPO) through the Transportation Advisory Committee (TAC) and the Policy Coordinating Committee (PCC).

Section 3. Section 27-304 is amended to read as follows:

Section 27-304. N4 districts

The following site and structure regulations apply to any lot in the N4 district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300-3, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(2). See Section 27-1800 for definitions and information on how to measure the following regulations.

TABLE 27-300-3. SITE AND STRUCTURE REGULATIONS

A. BUILDING SITING		REFERENCES
<u>1</u>	Minimum Lot Width (feet) per principal building	80
	Minimum Lot Size (square feet) per principal building	15,001
	Maximum Lot Size (square feet) per principal building	43,559
	Maximum Building Width (feet)	none
	<u>Number of principal buildings per parcel</u>	<u>Any – meet min lot area and lot width per principal building</u>
		<u>See Sec. 27-1618 – Master Site Plan</u> <u>Min. 10 ft between principal buildings</u>
<u>2</u>	Front Setback (feet)	20 minimum
<u>4</u>	Street-Side Setback (feet)	10 minimum
<u>3</u>	Side Setback (feet)	5 minimum
<u>5</u>	Rear Setback (feet)	20 minimum
<u>6</u>	<u>Detached Accessory Building Yard Location</u>	<u>Rear, interior side yard or street side yard</u>
<u>8</u>	<u>Detached Accessory Building: Side & Rear Setback (feet)</u>	5 minimum, except 0 at alley
<u>7&9</u>	Maximum Total Building Coverage (%)	30
<u>10</u>	<u>Permitted Driveway Access Location</u>	<u>Any</u>
		<u>See Sec. 27-1305 for driveways</u>
<u>11</u>	<u>Attached Garage Entrance Location</u>	<u>Any</u>
B. HEIGHT		
	Principal Building: Maximum Height (stories)	3
	Maximum Height (feet)	34
	Accessory Building: Maximum Height (stories)	1.5 stories, no taller than the principal building
		See Section 27-1800 for instructions for measuring height

SINGLE-UNIT HOME

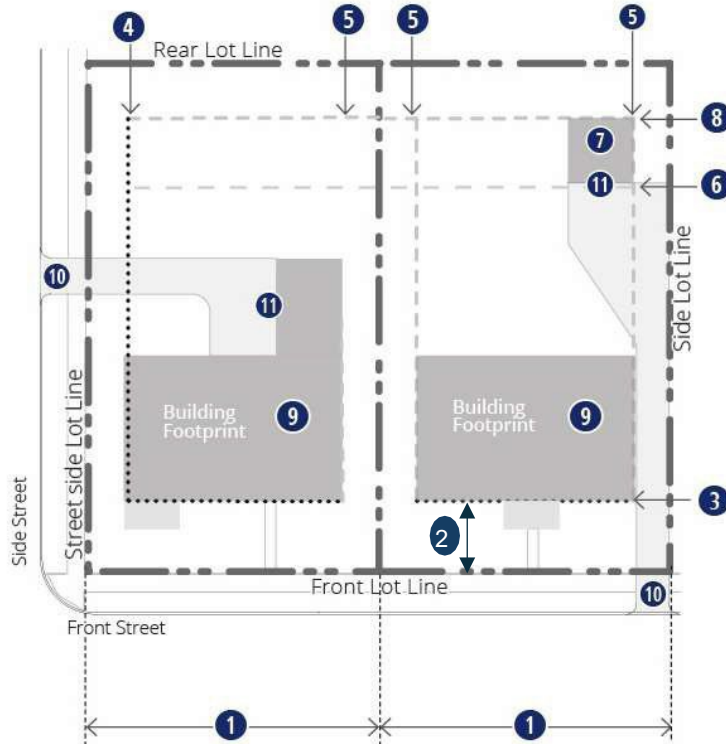


Figure 27-300(2). N4 district diagrammatic plan.

C. Supplemental Regulations [reserved]

1. Courtyard configuration. For multiple buildings with a courtyard, entrances may be located off the courtyard.

2. Side street frontage. For corner lots, all lot lines other than the front and street-side are side lot lines and, for parking and accessory buildings, the zoning coordinator shall determine where the rear of the lot is located.

3. Lots on cul-de-sacs and flag lots are exempt from minimum lot width regulations. See also Section 27-1500, Nonconformities, for existing lots of record.

Section 4. Section 27-305 is amended as follows:

Section 27-305. RR Districts

The following site and structure regulations apply to any lot in the RR district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300-4, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(3). See Section 27-1800 for definitions and information on how to measure the following regulations.

TABLE 27-300-4. SITE AND STRUCTURE REGULATIONS

A. BUILDING		REFERENCE
1	Number of Buildings Allowed on Lot	One <u>Two principal buildings</u> , up to 3 accessory buildings <u>Minimum separation between buildings is 10 ft</u>
2	Minimum Lot Width <u>per parcel</u> (feet)	120
	Minimum Lot Size/ <u>Principal Building</u> (acres)	1 in RR-1, 3 in RR-3
	Maximum Lot Size/ <u>Principal Building</u> (square- <u>feet</u> acres)	2.99 in RR-1, 9.99 in RR-3
3	Front Setback (feet)	25 minimum
4	Street-Side Setback (feet)	25 minimum
5	Side Setback (feet)	10 minimum
6	Rear Setback (feet)	25 minimum
7	<u>Detached</u> Accessory Building Yard Location	Rear, <u>street-side</u> and side yard <u>See Sec. 27-1305 for driveways</u>
8	Maximum Total Building Coverage (%)	25
9	<u>Allowed driveway location</u>	<u>Any</u> <u>See Sec. 27-1305 for driveways</u>
11	<u>Attached garage location</u>	<u>Any</u> <u>See Sec. 27-1305 for driveways</u>
B. HEIGHT		
	Principal Building: Maximum Height (stories)	3
	Maximum Height (feet)	34
	<u>Detached</u> Accessory Building: Maximum Height (feet)	40
		See Article 27-1800 for instruction for measuring height

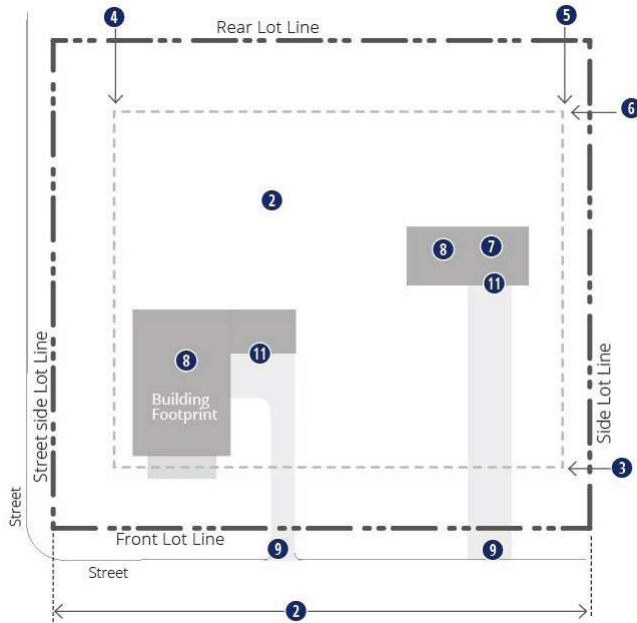


Figure 27-300(3). RR district diagrammatic plan.

C. Supplemental Regulations ~~reserved~~

1. Lots on cul-de-sacs and flag lots are exempt from minimum lot width regulations. See also Section 27-1500, Nonconformities, for existing lots of record.

Section 5. Section 27-306 is amended as follows:

Section 27-306. Rural - RMH Districts

The following site and structure regulations apply to any lot in the RMH district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300-5, below, for regulations specific to this district. See Section 27-1800 for definitions and information on how to measure the following regulations.

TABLE 27-300-5. SITE AND STRUCTURE REGULATIONS

A. BUILDING		REFERENCE
Minimum Lot Size (square feet) per principal building	15,001	<u>Minimum separation between principal buildings is 15 ft</u>
Front Setback (feet)	20 minimum	See 27- 311.C 306.A for site-built structures.
Street-Side Setback (feet)	10 minimum	
Side Setback (feet)	8 minimum	
Rear Setback (feet)	20 minimum	
Accessory Building Yard Location	Rear, <u>street-side</u> and side yard	
Maximum Total Building Coverage (%)	30	
B. HEIGHT		
Principal Building: Maximum Height (feet)	34	See Section 27-1800 for instructions for measuring height
Accessory Building: Maximum Height (feet)	40	

A. Supplemental Regulations

~~1. Manufactured home, Type 1: A manufactured home that was certified on or after January 1, 1990, and that satisfies each of the following additional criteria:~~

~~The pitch of the home's roof has a minimum vertical rise of three (3) inches for each twelve (12) inches of horizontal run (3:12), and the roof is finished with a type of shingle that is commonly used in standard residential construction;~~

~~The exterior siding consists of wood, hardboard, aluminum or vinyl siding comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction;~~

~~A continuous, permanent perimeter foundation is installed under the home; and~~

~~2. Manufactured home, Type 2: A manufactured home that does not satisfy the criteria necessary to qualify the house as a Type 1 manufactured home.~~

~~3. 1. Site-Built or Modular-Built Structure. A site-built or modular-built structure complying with the State of Montana Building Code may be setback a minimum of 5 feet from the side lot line, or rear lot line.~~

Section 6. Section 27-307 is amended as follows:

Sec. 27-307. N1 district.

Use of the N1 district in the county requires county water and sewer or a planned neighborhood development application (PND) per Section 27-800. Existing lots within this zone may or may not have access to county water or sewer services. Existing lots zoned N1 will follow this code section.

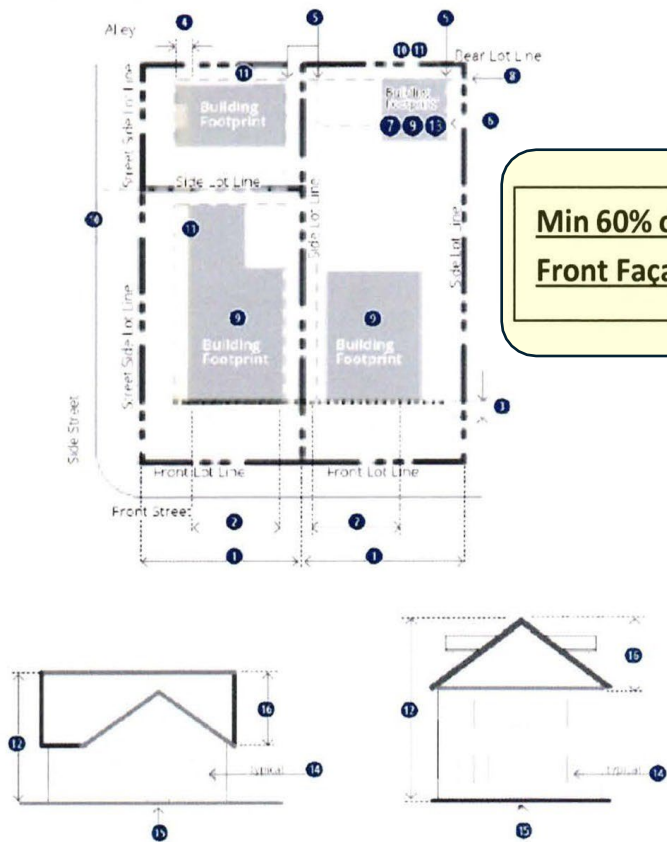
The following site and structure regulations apply to any lot in the N1 district. Refer to 27-303 for general regulations applicable to all districts and Table 27-300.6, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(5). See Section 27-1800 for definitions and information on how to measure the following regulations.

Table 27-300.6. Site and Structure Regulations.

			REFERENCES
A.	BUILDING SITING		
1	Minimum Lot Width (feet) per principal building Maximum Lot Width (feet) per principal building	20 80	See subsection 27-307.D for 2-unit buildings. See Section 27-1500 existing lots of record.
2	Maximum Front Building Width (feet)	65 per principal building	
3	Front Build-to Zone (feet) BTZ <u>Façade Elements Required in Build-to Zone</u>	8 - 2025; match block face <u>average allowed</u> 1) 60% of Front Façade width 2) Front Door 3) 60% of ground floor window area	See Section 27-1800 for block face averaging instructions. <u>See Section 27-1800 for description of facade elements</u>
4	Street-Side Build-to Zone (feet)	5— 15 20	
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum	See subsection 27-307.D for side street lots.
6	Rear Setback (feet)	5 minimum	
7	Accessory Building Yard Location	Rear/ <u>Street Side Yard, or interior side yard</u>	
8	Accessory Building: Min. Rear Setback (feet)	3, except 0 at alley	
9	Maximum Building Coverage (%)	60	.
10	Permitted Driveway Access Location	Alley, side street in no alley <u>Any</u>	See Section 27-1305 for driveways
11	Attached Garage Entrance Location	Rear, side, or street-side façade; front façade allowed maximum 15 feet in width and no more than 30% of façade <u>of no more than 40% of the facade within the Front BTZ</u>	

B. HEIGHT			
12	Principal Building: Maximum Height (stories) Maximum Height (feet)	2.5 34	See Section 27-1800 for instructions for measuring height. Accessory roof pitch shall match principal building.
13	Accessory Building: Maximum Height (stories) Maximum Height (feet)	2; not taller than the principal structure 27	
C. WINDOWS, FRONT DOOR, ROOF			
14	Minimum Window & Door Coverage: Front Façade (%)	15 measured per story of all full stories	See Section 27-1800 for information on measuring front façade window & door coverage.
15	Front Door Location Entrance Treatment	Front Façade <u>within the BTZ</u> See subsection 27-303.J for Front Entrance	See subsection 27-307.D for 2-unit buildings.
16	Permitted Roof Types <u>Roof Types Allowed with Administrative Relief (Sec. 27-1614)</u> Minimum pitch, less than 2 stories Minimum pitch, 2 or more stories	Pitched, tower permitted <u>Any other Roof Type</u> <u>4:12 (rise:run)</u> <u>3:12 (rise:run)</u>	See Section 27-1800 for definition of roof types and exception for other allowed roof types. See Section 27-1500 for existing buildings.

SINGLE-UNIT OR TWO-UNIT HOME



**Min 60% of Ground Floor
Front Façade in BTZ**

**60% of ground floor
window area in BTZ**

Front door in BTZ

Figure 27-300(5). N1 district diagrammatic plans and elevations.

D. Supplemental regulations.

1. *Side street lots.* Side street lots are those lots located along the short end of blocks, where the front of the lot faces the side street, and the depth of the lot is generally the width of most of the lots on the block. Lots with only side street frontage are allowed maximum building coverage of 80%.

2. The following applies to 2-unit buildings:

(a) *Configuration.* Allowed configurations include the following: side-by-side units, stacked units, front and rear units, all located in the principal building; two (2) principal buildings on one lot; or a principal building with an accessory building (see Section 27-1000). For side-by-side units, the lot may be split to allow a fee simple configuration with a zero-side yard setback and shared wall between the 2 units.

(b) *Entrance.* One entrance is permitted per street facade, except for side-by-side units on separate lots.

Section 7. Section 27-308 is amended as follows:

Sec. 27-308. N2 district.

Use of the N2 district in the county requires county water and sewer or a planned neighborhood development application (PND) per Section 27-800. Existing lots within this zone may or may not have access to county water or sewer services. Existing lots zoned N2 will follow this code section.

The following site and structure regulations apply to any lot in the N2 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.7, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(6). See Section 27-1800 for definitions and information on how to measure the following regulations.

Table 27-300.7. Site and Structure Regulations.

			REFERENCES
A.	BUILDING SITING		
1	Minimum Lot Width (feet) per principal building Maximum Lot Width (feet) per principal building	50 120	See subsection 27-305.D for 2-unit buildings. See Section 27-1500 existing lots of record. Lots on cul-de-sacs or flag lots are exempt from min lot width.
2	Maximum Front Building Width (feet)	80 110 per principal building	
3	Front Build-to Zone (feet) BTZ <u>Façade Elements Required in Front Build-to Zone</u>	10 - 20-32 ; <u>block face average allowed</u> (1) 60% of Front Façade width (2) Front Door (3) 60% of ground floor window area	<u>See Section 27-1800 for block face averaging instructions.</u> <u>See Section 27-1800 for description of façade elements</u> <u>Lots on cul-de-sacs or flag lots are exempt from BTZ requirements</u>
4	Street-Side Build-to Zone (feet)	10 - 15 25	
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum	
6	Rear Setback (feet)	5 minimum	See subsection 27-308.D for side street lots.
7	Accessory Building Yard Location	Rear/ <u>Street Side Yard, interior side yard</u>	
8	Accessory Building: Rear Setback (feet)	3 minimum, except 0 at alley	
9	Maximum Total Building Coverage (%)	40	
10	Permitted Driveway Access Location	Any	See Section 27-1305 for driveways

11	Attached Garage Entrance Location	Any façade; front façade limited to no more than 35% 50% of façade <u>within the Front BTZ</u>	
B. HEIGHT			
12	Principal Building: Maximum Height (stories)	1.5; 2 stories on maximum of 60% of footprint	
	Maximum Height (feet)	27	
13	Accessory Building: Maximum Height (stories)	1.5 stories, no taller than the principal building	Accessory roof pitch shall match principal building.
C. WINDOWS, FRONT DOOR, ROOF			
14	Minimum Window & Door Coverage: Front Façade (%)	15 per story	Measured per each full and half story. <u>See Section 27-1800 for information on measuring window and door facade coverage.</u>
15	Front Door Location	Street Façade <u>within the Front BTZ</u>	See section 27-308.D for 2-unit buildings.
16	Permitted Roof Types Minimum pitch Maximum pitch <u>Roof Types Allowed with Administrative Relief (Sec. 27-1614)</u>	Low pitched, flat 3:12 (rise:run) 6:12 (rise:run) Any other Roof Type	See Section 27-1800 for definition of roof types and exception for other allowed roof types.

SINGLE-UNIT OR TWO-UNIT HOME

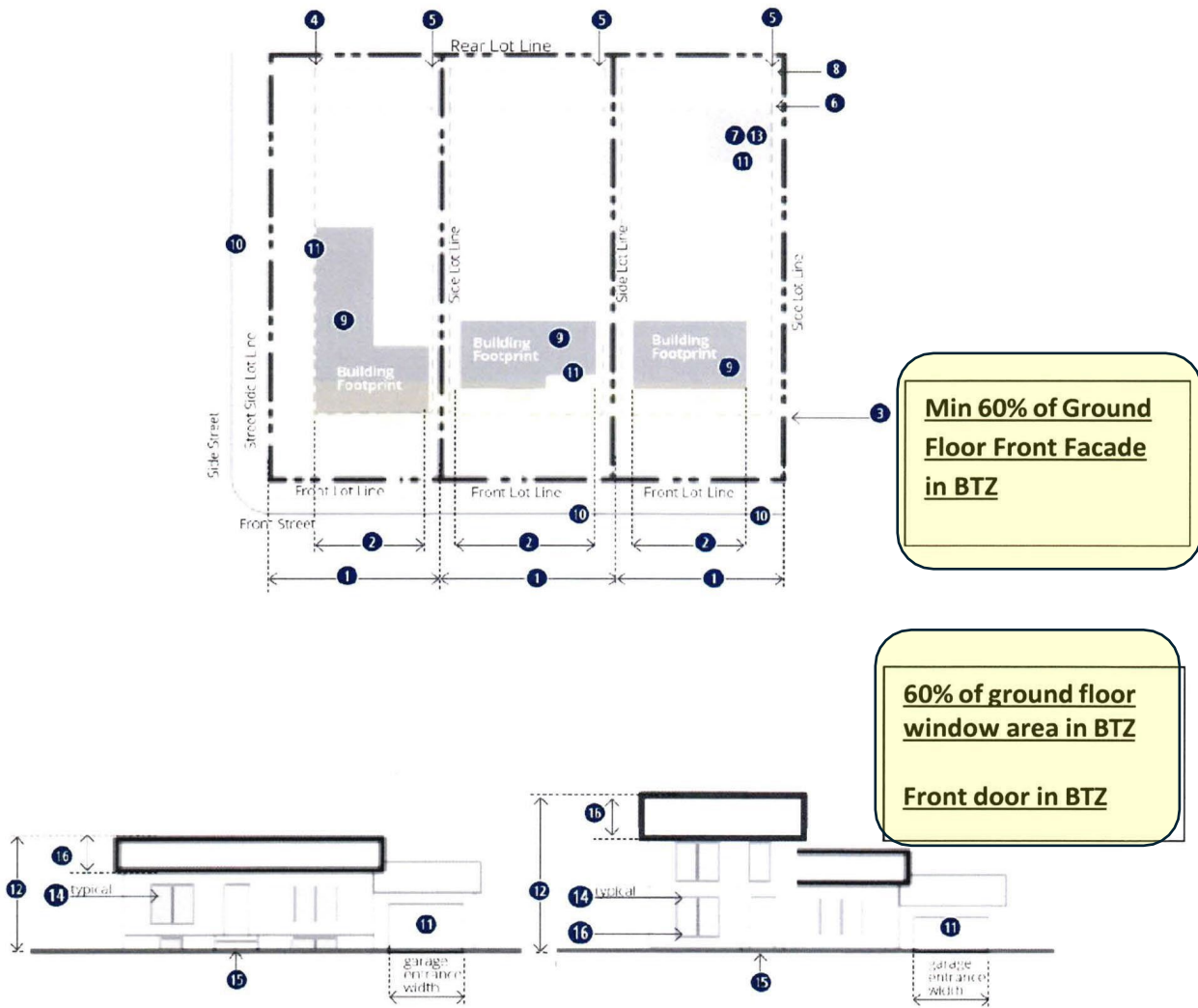


Figure 27-300(6). N2 district diagrammatic plans and elevations.

D. Supplemental regulations.

1. *Side street lots.* Side street lots are those lots located along the short end of blocks, where the front of the lot faces the side street and the depth of the lot is generally the width of most of the lots on the block. Lots with only side street frontage are allowed maximum building coverage of 80%.
2. The following standards apply to two-unit buildings:
 - (a) *Configuration.* Allowed configurations include the following: side-by-side per below, stacked units, front and rear units, all located in the principal building; two principal buildings on one lot; or a principal building with an accessory building (see Section 27-1000 for accessory uses).
 - (b) ~~Side-by-side units in N2 shall be located perpendicular to the street in a U-shaped configuration with a courtyard or shared yard. The lot may be split to allow a fee simple configuration with a zero side yard setback and shared~~

~~wall between the two units. Two units attached end to end are permitted with a maximum width along the street of 60 feet.~~

(b) Garage entrances located on the front façade are limited to no more than fifty (50) percent of the front façade width within the build-to zone.

~~(c) Entrance. One entrance is permitted on the street, except for side-by-side units on separate lots, the entrances may be located off the courtyard.~~

(c) Up to two front door entrances are permitted on the street façade (Table 27-300.7.C).

Section 8. Section 27-309 is amended as follows:

Section 27-309. N3 Districts

Use of the N3 district in the county requires county water and sewer or a planned neighborhood development application (PND) per Section 27-800. Existing lots within this zone may or may not have access to county water or sewer services. Existing lots zoned N3 will follow this code section.

The following site and structure regulations apply to any lot in the N3 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.8, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(7). See Section 27-1800 for definitions and information on how to measure the following regulations:

Table 27-300.8. Site and Structure Regulations.

			REFERENCES
A.	BUILDING SITING		
1	Minimum Lot Width (feet) per principal building Minimum Lot Size (square feet) per principal building	65 none	See Section 27-1500 existing lots of record. See subsection 27-309.C for exemption from minimum lot widths.
2	Maximum Building Width (feet)	None	
3	Front Setback (feet)	20 minimum	
4	Street-Side Setback (feet)	10 minimum	
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum	
6	Rear Setback (feet)	5 minimum	
7	Accessory Building Yard Location	Rear/ <u>Street Side Yard/</u> <u>Interior side yard</u>	
8	Accessory Building: Rear Setback (feet)	5 minimum, except 0 at alley	
9	Maximum Total Building Coverage (%)	40	
10	Permitted Driveway Access Location	Any	<u>See Sec. 27-1305 for driveway access</u>
11	Attached Garage Entrance Location	Any façade; front façade limited to no more than 50% of façade	

B.		HEIGHT		
	Principal Building:	Maximum Height (stories)	3	See Sec. 27-1800 for instructions for measuring height.
		Maximum Height (feet)	34	
	Accessory Building:	Maximum Height (stories)	1.5 stories, no taller than the principal building	Accessory roof pitch shall match principal building.

SINGLE-UNIT HOME

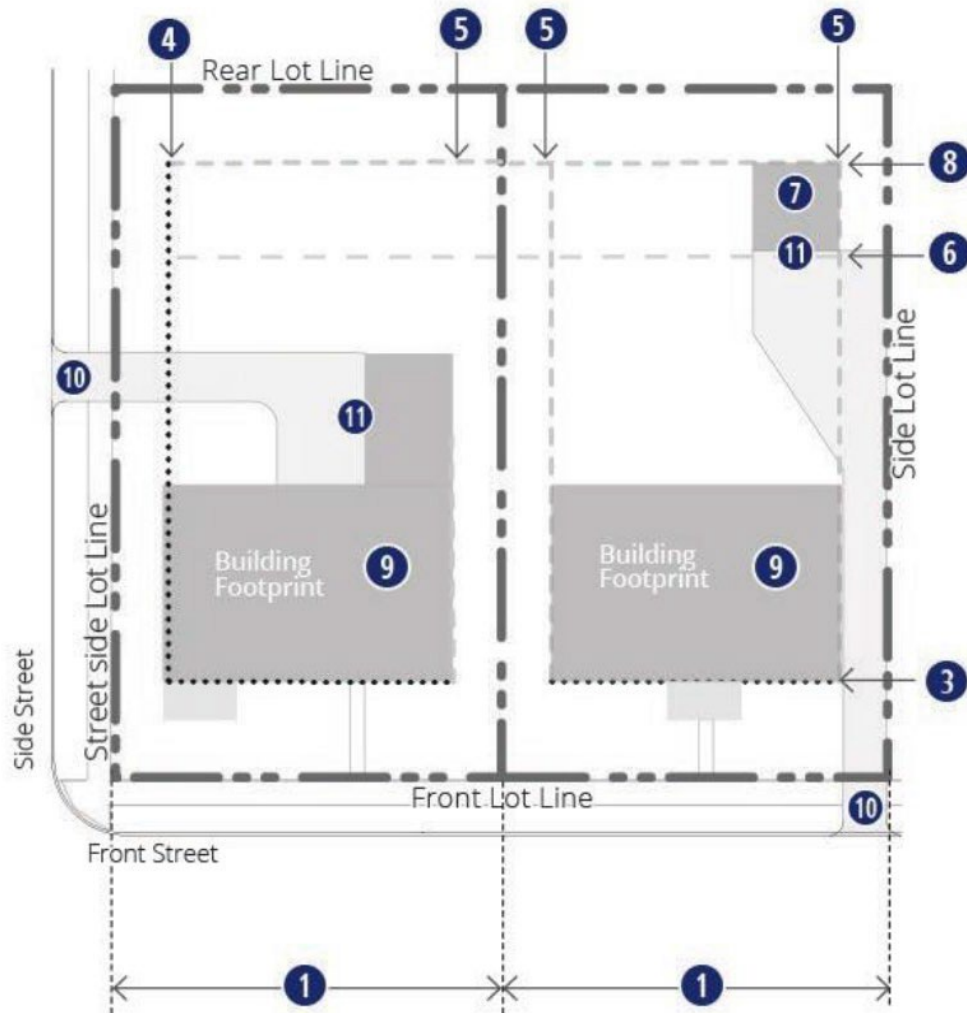


Figure 27-300(7). N3 district diagrammatic plan.

C. *Supplemental regulations.* Lots on cul-de-sacs and flag lots are exempt from minimum lot width regulations. See also Section 27-1500, Nonconformities, for existing lots of record.

Section 9. Section 27-310 existing section is amended as follows:

Section 27-310 NX1 District

Use of the NX1 district in the county requires county water and sewer or a planned neighborhood development application (PND) per Section 27-800. Existing lots within this zone may or may not have access to county water or sewer services. Existing lots zoned NX1 will follow this code section.

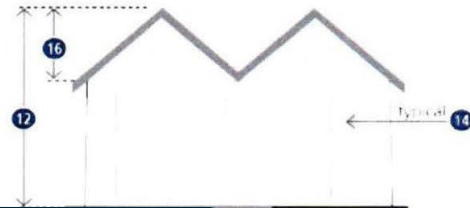
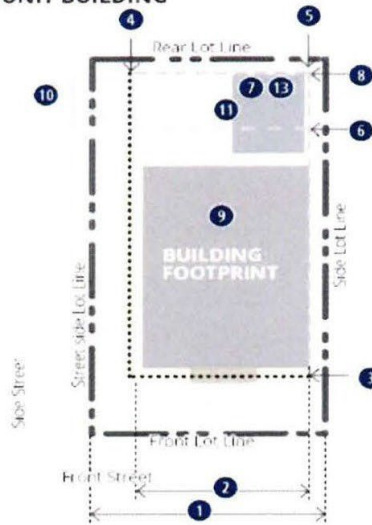
The following site and structure regulations apply to any lot in the NX1 district. Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.9, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(8). See Section 27-1800 for definitions and information on how to measure the following regulations:

Table 27-300.9. Site and Structure Regulations.

		Single or Multi-Unit Building	Side-by-Side Attached Units	REFERENCES
A.	BUILDING SITING			
1	Minimum Lot Width (feet) per principal building	20 for 1 or 2 units; 50 for 3 or more units	50	See Section 27-1500 for existing lots of record. Side-by-side means units attached along front façade. See subsection 27-310.D for fee simple side-by-side attached units.
2	Maximum Front Building Width (feet) <u>within the Build-to Zone</u>	60-80	80-100 , 4 units; 120, 4 units on side street	See subsection 27-310.D for fee simple side-by-side attached units.
3	Front Build-to Zone (feet) BTZ Façade Elements Required in Front Build-to Zone	8- 2025 ; <u>match block face average allowed</u> <u>60% of Front Façade width</u> <u>Front Door</u> <u>60% of ground floor window area</u>		See Section 27-1800 for block face averaging instructions. See definitions for front and street- side. See subsection 27-310.D for through lots. Refer to subsection 27-1802 for visibility at intersections. <u>See subsection 27-303.K for arterial setback regulations.</u> <u>See Section 27-1800 for description of façade elements.</u>
4	Street-Side Build-to Zone (feet)	8—15		
5	Side Setback (feet) Space Between Principal Buildings on Lot (feet)	5 minimum 10 minimum		See subsection 27-310.D for side street lots.
6	Rear Setback (feet)	5 minimum		See subsection 27-310.D for side street lots.

7	Accessory Building Yard Location	Rear/ <u>Street Side Yard/ interior side yard</u>	Rear/ <u>Street Side Yard/interior side yard</u>	
8	Accessory Building: Rear Setback (feet)	5 minimum or 0 at alley		
9	Maximum Building Coverage (%)	60		See subsection 27-310.D for side street lots.
10	Permitted Driveway Access Location	Alley, side street, front street if no side street <u>Any</u>		See Section 27-1305 for driveway access
11	Attached Garage Location Allowed Garage Entrance	Rear half of building <u>Any;</u> <u>Rear or side adjacent to street façade only preferred</u> Front or side load allowed See Sec. 27-310.D		See Section 27-310.D for Front Garage Entry limitations
B. HEIGHT				
12	Principal Building:			See Section 27-1800 for definition of half story.
	Maximum Height (stories)	2.5	2.5	
	Maximum Height (feet)	27	27	
13	Accessory Building: Maximum Height (stories)	1.5, no taller than the principal building		Accessory roof pitch shall match principal building.
C. WINDOWS, FRONT DOORS, ROOF				
14	Minimum Window & Door Coverage: Front Façade (%)	15 per story	15 per story	See Section 27-1800 for information on measuring door & window coverage.
15	Front Door Façade Location & Number of Doors	1 on street façade per building <u>within the Front BTZ</u>	1 per unit on street facade <u>within the Front BTZ</u>	See subsection 27-310.D for multiple buildings on a courtyard.
	Entrance Treatment	See subsection 27-303.J for Front Entrance		
16	Permitted Roof Types <u>Roof Types Allowed with Administrative Relief</u>	Parapet, pitched; tower permitted <u>Any other Roof Type</u>		See Section 27-1800 for definition of roof types and exception for other allowed roof types.

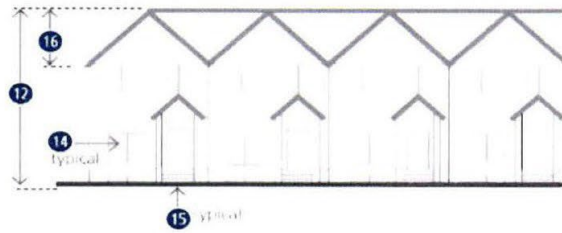
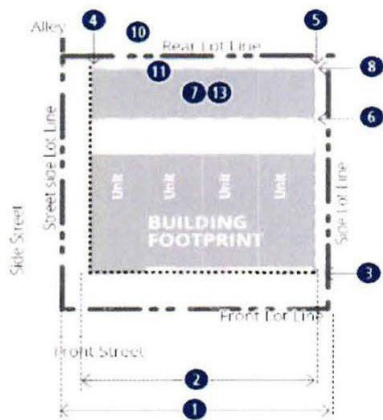
MULTI-UNIT BUILDING



Min 60% of Ground Floor Front Facade in BTZ

60% of ground floor window area in BTZ
Front door in BTZ

SIDE-BY-SIDE ATTACHED



COTTAGE COURT

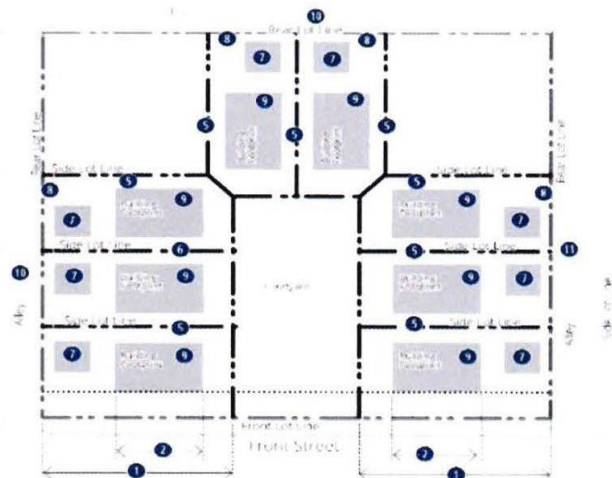


Figure 27-300(8). NX1 district diagrammatic plan.

D. Supplemental regulations.

1. *Courtyard configuration.* For multiple buildings and side-by-side attached units with a courtyard, entrances may be located off the courtyard, except every unit

abutting a street frontage must include the principal entrance on the street.

2. *Through lots.* For developments on lots that extend through a block and addresses on two (2) streets, buildings must front both streets and have entrances provided on each street.

3. *Fee simple side-by-side units.* For fee simple side-by-side units, the lot width may be smaller; however, the building, comprised of multiple units, shall meet the minimum regulations.

4. *Side street frontage.* For corner lots, all lot lines other than the front and street-side are side lot lines and, for parking and accessory buildings, the zoning coordinator shall determine where the rear of the lot is located.

5. *Garage front facade entry.* Where no alley, carriage lane or rear access system exists or is planned, a street-facing single-wide garage entry door of ten (10) feet in width or less within the build-to zone, per dwelling unit, is allowed with the following limitations:

(a) For multi-unit or side-by-side structures, no more than two (2) ten-foot wide garage doors are side-by-side; and

(b) Side-by-side garage entries shall share one drive approach no more than twenty-five (25) feet in width; and

(c) Shared drive approaches for side-by-side garage entries will be spaced at least forty (40) feet apart; and

(d) Front entry garages shall not be more than forty (40) percent of the front façade within the build-to zone; and

(e) Front entry garage doors shall be setback at least eight (8) feet behind the front door.

Section 10. Section 27-311 is amended as follows:

Section 27-311. NX2 and NX3 Districts

Use of the NX2/3 district in the county requires county water and sewer or a planned neighborhood development application (PND) per Section 27-800. Existing lots within these zones may or may not have access to county water or sewer services. Existing lots zoned NX2 or NX3 will follow this code section.

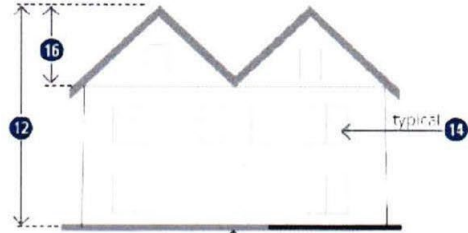
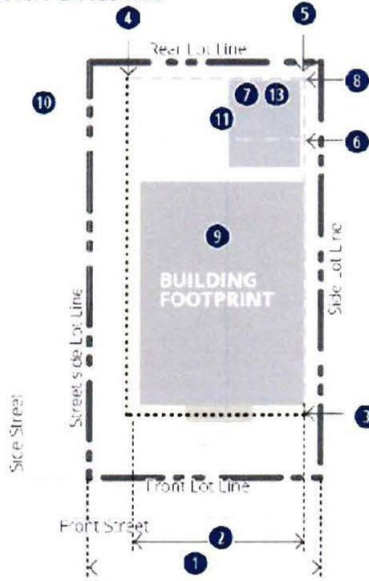
The following site and structure regulations apply to any lot in the NX2 and NX3 district. Refer to section 27- 303 for general regulations applicable to all districts and Table 27-300.10, below, for regulations specific to this district, keyed to illustrations in Figure 27-300(9). See Section 27-1800 for definitions and information on how to measure the following regulations:

Table 27-300.10. Site and Structure Regulations.

		Multi-Unit Building	Side-by-Side Units	REFERENCES
A. BUILDING SITING				
1	Minimum Lot Width (feet) <u>per principal building</u>	20 for 2 units; 50 for 3 or more units	50	See Section 27-1500 for existing lots of record.
	Minimum Lot Area (square feet)	7,000 None	None	
2	Maximum Building Width (feet)	16 ft per ground floor units None	8 units /172 feet on any frontage in the BTZ	See subsection 27-311.D for fee simple row building units.
3	Front Build-to Zone (feet)	10—20		See definitions for front and street-side. See subsection 27-303.K for <u>arterial setback regulations</u> . See subsection 27-311.D for through lots. Refer to section 27-1802 for visibility at intersections.
	<u>Façade Elements Required in Front Build-to Zone</u>	50% of Front Façade width <u>Front Door</u> 60% of ground floor window area		
4	Street-Side Build-to Zone (feet)	5—15		
5	Side Setback (feet)	5 minimum; 15 abutting N1, N2, N3, N4, RMH, or Rural districts		
	Space Between Principal Buildings on Lot (feet)	10 minimum		
6	Rear Setback (feet)	10 minimum; 20 abutting N1, N2, N3, or RMH districts		
7	Accessory Building Yard Location	Rear/ <u>Street Side</u>	Rear/ <u>Street Side</u>	
		<u>Yard/Interior Side Yard</u>	<u>Yard/Interior Side yard</u>	

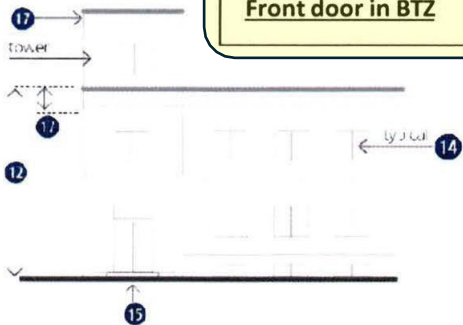
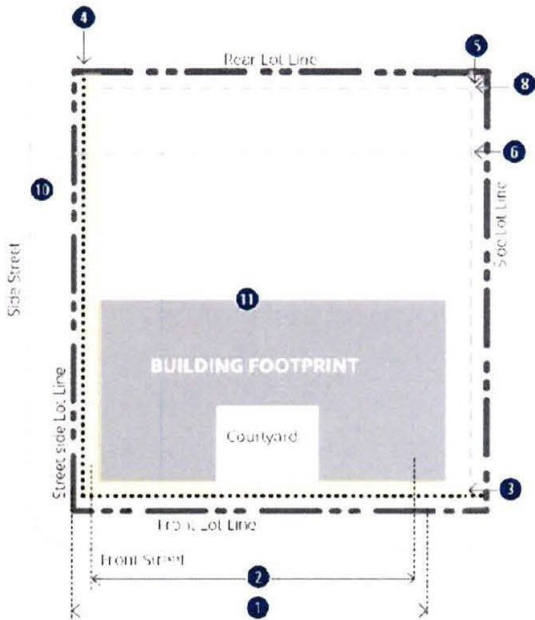
8	Accessory Building: Rear Setback (feet)	7.5		
9	Maximum Building Coverage (%)	60		
10	Permitted Driveway Access Location	Alley, side street; front street if no side street is available <u>Any</u>		See Sec. 27-1305 for driveway standards.
11	Attached Garage Location Allowed Garage Entrance	Rear half of building <u>Any</u> Rear or side street façade only <u>Rear or street-side façade only in NX3 and preferred in NX2. Front or side load allowed in NX2 zone. See Sec. 27-311.D</u>		See Section 27-311.D for <u>Front Garage Entry</u> limitations in NX2 zone
B. HEIGHT				
12	Principal Building:			See Section 27-1800 for definition of half story.
	Minimum Height (stories)	1	1 for NX2; 2 for NX3	
	Maximum Height (stories)	3 for NX2; 4 for NX3	2.5 for NX2; 3 for NX3	
13	Accessory Building:			Accessory roof pitch shall match principal building.
	Maximum Height (stories)	1.5	1.5	
	Maximum Height (feet)	27	27	
C. WINDOWS, FRONT DOOR, ROOF				
14	Minimum Window & Door Coverage: Front Façade (%)	15 per story	15 per story	Measured per each full and half story. See Section 27-1800 for information on measuring door & window coverage.
15	Front Door Façade Location & Number of Doors	1 per building on street façade <u>within the Front BTZ</u>	1 per unit on street facade <u>within the Front BTZ</u>	See Section 27-311.D for multiple buildings on a courtyard.
	Entrance Treatment	See subsection 27-303.J for Front Entrance		
16	Permitted Roof Types	Parapet, pitched, flat; tower permitted		See Section 27-1800 for definition of roof types and exception for other allowed roof types.
	<u>Roof Types Allowed with Administrative Relief</u>	<u>Any other Roof Type</u>		

MULTI-UNIT BUILDING



**Min 50% of Ground Floor
Front Facade in BTZ**

MULTI-UNIT BUILDING



**60% of ground floor window
area in BTZ**
Front door in BTZ

5+ UNIT BUILDING

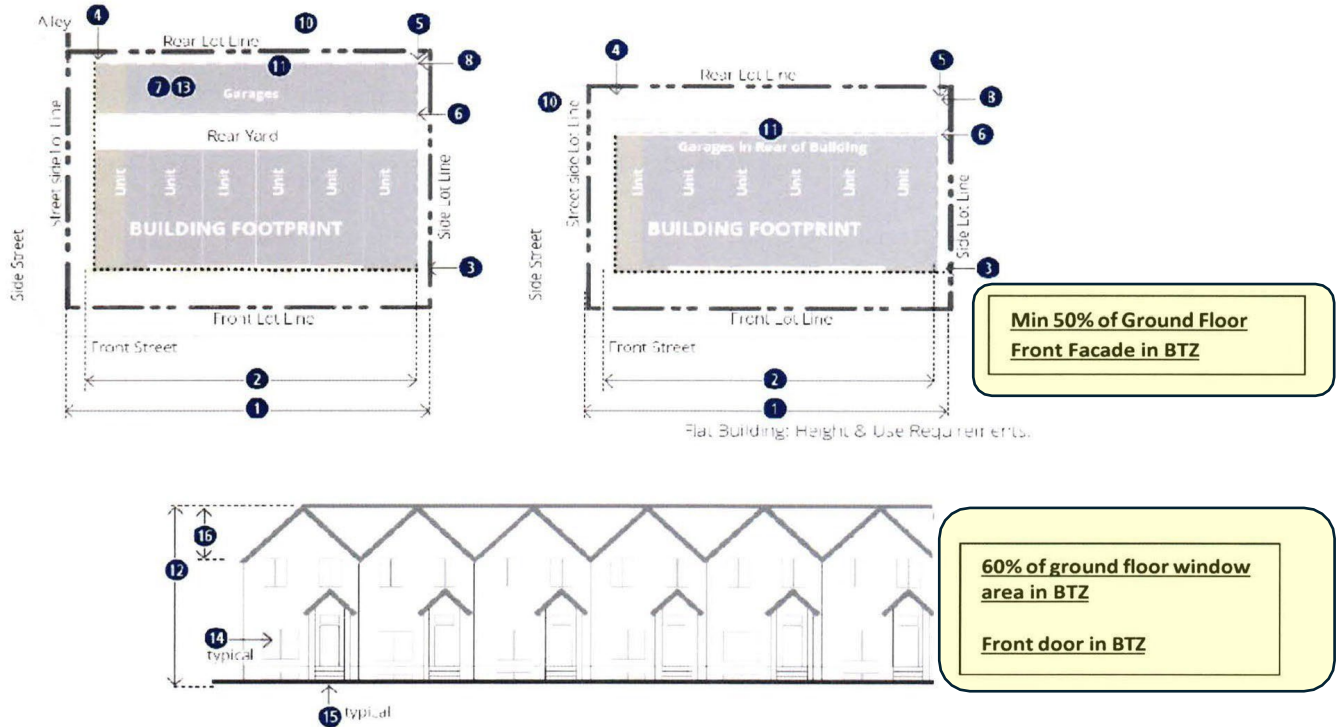


Figure 27-300(9). NX2 and NX3 district diagrammatic plans.

D. Supplemental regulations.

1. *Courtyard configuration.* For multiple buildings and side-by-side attached units with courtyards, entrances may be located off a courtyard, except every unit abutting a street frontage must include the principal entrance on the street.

2. *Through lots.* For developments on lots that extend through a block and addresses on two (2) streets, buildings must front both streets and have entrances on each street.

3. *Fee simple side-by-side units.* For fee simple side-by-side units, the lot width may be smaller; however, the building, comprised of multiple units, shall total meet the minimum regulations.

4. *Side street frontage.* For corner lots, all lot lines other than the front and street-side are side lot lines and, for parking and accessory buildings, the zoning coordinator shall determine where the rear of the lot is located.

5. *Garage front facade entry.* Where no alley, carriage lane or rear access system exists or is planned, a street-facing single-wide garage entry door of ten (10) feet in width or less within the build-to zone, per dwelling unit, is allowed in the NX2 zone with the following limitations:

a) For multiunit or side-by-side structures, no more than two (2) ten-foot

wide garage doors are side-by-side; and

b) Side-by-side garage entries shall share one drive approach no more than twenty-five (25) feet in width; and

c) Shared drive approaches for side-by-side garage entries will be spaced at least forty (40) feet apart; and

d) Front entry garages shall not be more than forty (40) percent of the front façade within the build-to zone; and

e) Front entry garage doors shall be setback at least eight (8) feet behind the front door.

Section 11. Section 27-312 is amended as follows:

Section 27-312 RMH Districts

The following site and structure regulations apply to any lot in the RMH district. Use of the RMH district requires county water and sewer or a planned neighborhood development application (PND) per Article 27-800. Existing lots within these zones may or may not have access to county water or sewer services. Existing lots zoned RMH will follow this code section.

Refer to section 27-303 for general regulations applicable to all districts and Table 27-300.11, below, for regulations specific to this district. See article 27-1800 for definitions and information on how to measure the following regulations:

Table 27-300.11. Site and Structure Regulations.

		REFERENCES
A. BUILDING SITING		
Minimum Lot Size (square feet)	3,000 per principal building	15 ft separation between principal buildings
Front Setback (feet)	20 minimum	
Street-Side Setback (feet)	10 minimum	
Side Setback (feet)	8 minimum	See subsection 27-312.C for site-built structures.
Rear Setback (feet)	8 minimum	See subsection 27-312.C for site-built structures.
Accessory Building Yard Location	Rear and side yard	
Maximum Total Building Coverage (%)	50	
B. HEIGHT		
Principal Building: Maximum Height (feet)	34	See article 27-1800 for instructions for measuring height.
Accessory Building: Maximum Height (feet)	40 and no taller than principal building	Accessory Roof Pitch shall match Principal Building.

c. *Supplemental regulations.*

1. *Open space.* One of the following open space types must be provided for every three (3) contiguous acres of RMH district:

(a) *Parklet.* A parklet is a landscaped open space with a minimum seventy (70) percent living plant material, ~~and a minimum of 20,000 square feet in area~~ with at least twenty (20) feet of street frontage.

(b) *Green.* A green is a larger, landscaped space, ~~a minimum of one acre in size,~~ with at least fifty (50) feet of street frontage.

~~(c) *Natural area.* A natural area is a large area, a minimum of two acres in size, defined to conserve a natural feature, such as a stream, wetland or woodland. At least fifty (50) feet of street frontage is required for a natural area.~~

~~2. *Manufactured home, Type 1.* A manufactured home that was certified on or after January 1, 1990, and that satisfies each of the following additional criteria:~~

- ~~(a) The pitch of the home's roof has a minimum vertical rise of three (3) inches for each twelve (12) inches of horizontal run (3:12), and the roof is finished with a type of shingle that is commonly used in standard residential construction;~~
- ~~(b) The exterior siding consists of wood, hardboard, aluminum or vinyl siding comparable in composition, appearance, and durability to the exterior siding commonly used in standard residential construction; and~~
- ~~(c) A continuous, permanent perimeter foundation is installed under the home.~~

~~3. *Manufactured home, Type 2.* A manufactured home that does not satisfy the criteria necessary to qualify the house as a Type 1 manufactured home.~~

2. *Site-built structure.* A site-built structure complying with the state building code may be setback a minimum of five (5) feet from the side lot line, or rear lot line.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-400 – Commercial and Mixed-Use Districts** – to correct errors, provide clarification and continuity of the of the regulations.

Section 1. Section 27-402 is amended as follows:

Section 27-402. District Descriptions

.....

C. *CMU1: Corridor mixed-use (Permitted only with a PND)* The CMU1 district in the county is intended to is intended for use only where City of Billings' public services, including but not limited to water and sewer services or a County water and sewer district is available. This district is intended to accommodate commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. Commercial uses in the CMU1 district may be somewhat larger in scale and more flexible than the neighborhood mixed-use district, including more auto-oriented uses such as gas stations. While ground stories along streets are intended for commercial uses, ~~the upper stories~~ any story could accommodate residential and/or office uses.

D. CMU2: CORRIDOR MIXED-USE AND COMMERCIAL CENTERS (PERMITTED ONLY WITH A PND)

The CMU2 district in the county is intended for use only where City of Billings public services, including but not limited to, water and sewer services ~~water and sewer~~ or a County water and sewer district is available ~~is available~~. This district is similar in intent to CMU1, supporting commercial and other uses along transportation corridors to promote development that is comfortably accessible via all modes of transportation, including motor vehicles, bicycles, and walking. CMU2 differs from CMU1 as it is meant to accommodate larger-scale commercial, warehouse-style buildings, and other uses in multiple buildings on larger, deeper parcels along corridors. While ground stories along streets are intended for commercial uses, any story ~~the upper stories~~ could accommodate residential and/or office uses.

E. NMU Neighborhood Mixed-Use (PERMITTED ONLY WITH A PND)

The NMU district in the county is intended for use only with a planned neighborhood development process (PND) per Article 27-800. This district is intended to accommodate a mix of uses, primarily located along neighborhood corridors that are highly walkable and accessible to pedestrians. Includes ground story uses focused on daily needs primarily for adjacent neighborhood residents, such as corner stores, personal services, and small restaurants. Any story can ~~Upper stories~~ accommodate residential and/or office uses.

Section 2. Section 27-403 – Regulations that apply to all Commercial and Mixed-Use Districts, are amended as follows:

A through E - remain unchanged

F. EXCEPTIONS AND EXEMPTIONS

The following exceptions and exemptions may apply to the district site and structure regulations. Use specific standards in Article 1000 are still applicable.

1. Administrative Relief. Article 27-1600 defines administrative relief applicable to the site and structure regulations. Additional administrative relief may be noted throughout this article.
2. Outdoor Recreation Uses. Outdoor parks and recreation and outdoor participant sports and recreation uses are exempt from compliance with district site and structure regulations, except that:
 - (a) If a building is incorporated, the building shall meet the regulations of either an accessory kiosk per 27-1000 or an allowed building type.
 - (b) Side and rear setbacks for any applicable district must be met.
3. Utility Structures. The following structures are not required to comply with site and structure regulations applicable to a specific district.
 - (a) Wireless communications facilities and uses 27-1000.
 - (b) Public and private utility stations, substations, and associated utility station facilities.
4. Civic and Institutional Uses. Civic and institutional uses allowed in the district are required to ~~the~~ meet the district site and structure regulations, except the following applies:
 - (a) The minimum dimension of any build-to zone shall be treated as a minimum setback.
 - (b) Minimum heights are not required. Heights above the maximum allowed may be approved through an Administrative Relief, based upon similar civic structures on similar lots in the surrounding neighborhood. See Article 27-1600 for administrative relief procedure.
 - (c) Window, front door, and roof regulations are not required.
5. Maximum Height Exceptions.
 - (a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.
 - (b) Buildings permitted in commercial and mixed-use districts may exceed the height limitations of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Section 27-1626) for increases greater than allowed through administrative relief.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-500 – Public Districts** – is amended to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-504.B.2 is amended as follows:

Sec. 27-504. - P2: Public, civic, and institutional; P3: Civic campus, P3: Medical campus; and P3: Educational campus.

The following site and structure regulations apply to any lot in a P2 or P3 district:

.....

B. Site dimensional standards. Development along exterior lot lines that face, are adjacent to, or within one hundred fifty (150) feet of different zone districts (i.e., not P2 or P3) shall comply with the following exterior dimensional standards, as further described below the table: (no changes to table)

.....

2. Maximum height exceptions. The height limitations in Table 27-500.1 may be exceeded as follows:

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.

(b) ~~Structures~~ Buildings permitted in P2 or P3 districts may exceed the height limitations of the district if the minimum depth of the front, side and rear yard setbacks are increased two (2) feet for every one foot by which the ~~structure~~ building exceeds the height limitation of the district. This allowed height shall not exceed two (2) times the allowed height in the zoning district in which it is located except by approved variance.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-600 – Industrial Districts** - to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-602 is amended as follows:

**Sec. 27-602. – Regulations Applicable to All Industrial Districts
A through H – unchanged**

New Section 27-602.I.

I. Maximum height exceptions. The height limitations in Table 27-600.1 and Table 27-600.2 may be exceeded as follows:

(a) The maximum height limit shall not apply to spires, belfries, cupolas, antennas, water towers or tanks, chimneys or smokestacks, power transmission lines, cooling or elevator towers, or similar and necessary appurtenances not used for human occupancy.

(b) Buildings permitted in I1 or I2 districts may exceed the height limitations of the district through an approved application for Administrative Relief (Sec. 27-1614) or through a Variance (Section 27-1626) for increases greater than allowed through administrative relief.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-800 – Planned Neighborhood Developments** - to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-803 Uses and Use Standards is amended as follows:
SECTION 27-803 USES AND USE STANDARDS

A. APPLICABILITY

1. This section identifies primary and accessory uses permitted in zone districts allowed through PNDs. Uses permitted in ~~PND~~ these zoning districts may be different than uses permitted in the County base zoning districts. Uses are allowed in a zoning district only when identified in the applicable primary uses or accessory uses table. Interpretation of new uses into any use table is done as provided in Section 27-1002.B, Interpretation. Land and parcels already within these urban zone districts will follow this use table and use standards.
2. Uses permitted in ~~PNDs~~ these districts may have use-specific standards.
 - (a) Use-specific standards that are generally applicable in the County are located in Section 27-1000 and identified in the PND use tables by cross-reference.
 - (b) Use-specific standards that are applicable only to uses allowed in the zone districts through the PND districts process are provided in this section and identified in the ~~PND~~ use tables in this section by cross-reference.

B. USE TABLES

Table 27-800.2, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted.

1. Permitted /P/. These uses are permitted by-right in the zone districts in which they are listed. Permitted uses are required to comply with applicable use-specific standards.
2. Permitted in a specified location, such as on upper stories or in the back of a structure /PL/. These uses are permitted by-right in the districts in which they are listed, provided that the uses are located in the upper stories of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least ~~30~~ 20 feet from the front facade.
3. Permitted with use restrictions /PR/. These uses must comply with the use restrictions identified in this Zoning Code, including those restrictions included in this article and any use restrictions identified in the zone district where the use is proposed to be located.

4. Requires a special review /SR/. These uses require special review by the County Commission are not permitted uses in the districts in which they are listed but may be allowed as special exceptions subject to specific conditions. Uses permitted by special review must follow any applicable development standards associated with the use as well as meet the requirements of the special review.

5. Uses that are not permitted are indicated by a blank space.

C. PRIMARY USES

Use Table

The following uses may be permitted in the PND zone districts:

Table 27-800.2: Permitted Primary Uses	Residential							Mixed-Use and Commercial				
	Key: P = Permitted, PL = Location Limits in Zone District, PR – Applicable Use Restrictions, SR = Special Review											
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	Additional Standards
RESIDENTIAL												
Household Living (du/structure)												
1 du	P	P	P	P			P	P	PL-P	PL-P	PL-P	27-804.C
2 dus		P	P	P	P			P	PL-P	PL-P	PL-P	27-804.C
3-4 dus				P	P			P	PL-P	PL-P	PL-P	27-804.C
5-8 dus					P	P			PL-P	PL-P	PL-P	27-804.C
9+ dus						P				PL-P	PL-P	27-804.C
Manufactured Home												
Type 1 (Jan 1, 1990 or newer)- Built on or after June 15, 1976 (HUD Code)							P					27-1003, RMH: 27-310
Type 2 (all other)							P					
Group Household Living												
Groups Recognized by Montana Statute												
Comm. Res. Facility, Large (> 8 res.)	SR	SR	SR	SR	SR	P	SR	P	PL-P	PL-P	PL-P	27-1003
Comm. Res. Facility, Small (8 or fewer res.)	P	P	P	P	P	P	P	P	PL-P	PL-P	PL-P	27-1003
Independent Groups												
Fraternity/ Sorority House						P			P	P	P	27-804.C 27-1003
Long-Term Care Facility										P	P	
Retirement Home or Village	SR	SR	SR	SR	SR	P	SR	P	PL-P	PL-P	PL-P	27-804.C 27-1003
PUBLIC, CIVIC, AND INSTITUTIONAL												
Assembly												
Civic Assembly	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	
Religious Assembly	SR	SR	SR	SR	SR	SR	SR	SR	P	P	P	27-1004

Table 27-800.2: Permitted Primary Uses	Residential							Mixed-Use and Commercial				Additional Standards
	Key: P = Permitted, PL = Location Limits in Zone District, PR – Applicable Use Restrictions, SR = Special Review											
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	
Educational												
School, College or University								SR	SR	P	P	
School, Primary and Secondary	P	P	P	P	P	P	P	P	P	P	P	
School, Trade, Business, Vo/Tech								P	PL	PL	PL	<u>27-1004</u>
Government and Public Safety												
Correctional Facilities												
Emergency Services	P	P	P	P	P	P	P	P	P	P	P	
Government Buildings and Offices								P	P	P	P	
Health Care and Social Assistance												
Hospice Facility	P	P	P	P	P	P	P	P	P	P	P	
Hospital or Health Care Facility								P	P	P	P	
Office and Clinical Services								P	P	P	P	
Outpatient Surgical Services										P	P	
Shelter								SR	P	P	P	
COMMERCIAL												
Adult and Child Day Care												
Adult Day Care Center	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	27-1005
Day Care Center	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	27-1005
Family Day Care Home	P	P	P	P	P	P	P	P	PL P	PL P	PL P	27-1005
Group Day Care Home	P	P	P	P	P	P	P	P	PL P	PL P	PL P	27-1005
Amusement and Recreation												
Amusement and Recreation, Indoor												
Large (50,000 sf GFA or more)											P	27-1005
Small (less than 50,000 sf GFA)									P	P	P	27-1005
Amusement and Recreation, Outdoor												
Large (1 acre or more)											P	27-1005
Small (less than 1 acre)									P	P	P	27-1005
Casino, Large (10 or more gambling devices)										SR PR	SR PR	27-1005
Animal Sales and Services												
Boarding/Kennel									PR	P	P	27-1005
General Sales and Services									P	P	P	27-1005
Shelter, Animal											P	27-1005
Veterinary												
Small Animal Veterinary								P	P	P	P	27-1005
With boarding										P	P	27-1005

Table 27-800.2: Permitted Primary Uses	Residential							Mixed-Use and Commercial				Additional Standards
	Key: P = Permitted, PL = Location Limits in Zone District, PR – Applicable Use Restrictions, SR = Special Review											
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	
Assembly, Entertainment and Trade												
Large (125,000 or more sf of exhibit space)											P	27-1005
Small (up to 125,000 sf of exhibit space)									P	P	P	27-1005
Commercial Services												
Broadcasting Stations and Studios								SR	SR	P	P	
Business Service								P	P	P	P	
Crematory, Funeral Services										P	P	
Consumer Maintenance and Repair								P	P	P	P	
Personal Service								P	P	P	P	
Studio or Instruction Service								P	P	P	P	
Eating and Drinking Establishments												
No Alcohol												
Restaurant									P	P	P	27-1005
with drive-thru									SR	P	P	27-1005
Beer and Wine License, On-Premises Consumption												
Bar or Tavern										SR PR	SR PR	27-1005
Craft Alcohol										P	P	27-1005
Restaurant									P	P	P	27-1005
All Beverage License, On-Premises Consumption												
Bar or Tavern										SR PR	SR PR	27-1005
Craft Alcohol										P	P	27-1005
Restaurant									P	P	P	27-1005
Financial Services												
Financial Institution								P	P	P	P	27-1005
with drive-thru									P	P	P	27-1009
Alternative Financial Services										P	P	
Lodging												
Boarding House	SR	SR	SR	SR	SR	SR	SR		PL P	PL P	PL P	
Bed and Breakfast Inn	SR	SR	SR	SR	SR	SR	SR	P	P	P		27-1005
Hotel/Motel									SR	P	P	
Short-Term Rental (Tourist Home)	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	27-1005
Office												
Business or Professional								P	P	P	P	
Research and Testing Laboratories											SR	
Marijuana Testing Laboratory											PR	27-1006.C

Table 27-800.2: Permitted Primary Uses	Residential							Mixed-Use and Commercial				Additional Standards
	Key: P = Permitted, PL = Location Limits in Zone District, PR – Applicable Use Restrictions, SR = Special Review											
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	
Parking, Commercial												
Surface Parking, primary use								SR	SR	SR	SR	
Retail Sales												
Commercial Greenhouse/Nursery									SR	P	P	
Liquor Sales									P	P	P	
Marijuana Dispensary - Medical										PR	PR	27-1005.Q
Marijuana Dispensary – Adult Use										PR	PR	27-1005.Q
Marijuana Dispensary – Combined Use										PR	PR	27-1005.Q
Retail, Limited with drive-thru									SR	P	P	27-1009
without drive-thru									P	P	P	
Retail, General with drive-thru									SR	P	P	27-1009
without drive-thru										PR	P	
Retail, Large-Format											SR	
Car Wash										SR	P	
Vehicle Sales and Service, Personal												
Vehicle Sales and Rental										SR	P	
Outdoor Sales Lot											PR	27-1005
Vehicle Maintenance and Repair, Minor (5,000 SF or less)										P	P	
Vehicle Maintenance and Repair, Major (>5,000 SF)											SR	
Vehicle Service Station										PR	PR	
with Convenience Store									SR	PR	PR	
INDUSTRIAL, WHOLESALE, AND STORAGE												
Industrial and Construction Services												
RV and Trailer Rental, Sales and Service										SR	P	
Manufacturing, Assembly, or Processing												
Artisan/Craft									PL	PL	PL	27-1006
Marijuana Cultivation (Indoor Only)										PR	PR	27-1006.C
Marijuana Processing/Manufacturing										PR	PR	27-1006.C
Warehouse and Storage Services												
Personal Self-Service Storage										PR/ PL	PR/ PL	27-1006
Warehouse												27-1006
Marijuana Transportation and Temporary Storage											PR	27-1006.C

Table 27-800.2: Permitted Primary Uses	Residential							Mixed-Use and Commercial				Additional Standards
	Key: P = Permitted, PL = Location Limits in Zone District, PR – Applicable Use Restrictions, SR = Special Review											
Use Table	N3	N2	N1	NX1	NX2	NX3	RMH	NO	NMU	CMU1	CMU2	
TRANSPORTATION, UTILITIES AND COMMUNICATIONS												
Transportation												
Bus or Taxi Maintenance and Parking Shed											P	
Bus/Public Transit Terminal										P	P	
Train Passenger Terminal										P	P	
Utilities and Public Facilities												
Minor (e.g., lift stations, substations)	SR	SR	SR	SR	SR	SR	SR	P	P	P	P	
Transmission and Distribution Lines	P	P	P	P	P	P	P	P	P	P	P	
Wireless Communication Facilities												
Land Mobile Radio and Broadcast Antennae	PR	PR	PR	PR	PR	PR	PR	PR SR	PR SR	PR SR	PR SR	27-1007
Wireless Communication Facilities	PL PR	PL PR	PL PR	PL PR	PL PR	PL PR	PL PR	PR	PR	PR	PR	27-1007
AGRICULTURE												
Farm Stand									P	P	P	
Greenhouse, Non-Commercial	P	P	P	P	P	P	P					

2. Use-Specific Standards

The following standards apply in the ~~PND~~-zone districts allowed by a PND.

(a) Fraternity/Sorority House: In Mixed Use and Commercial districts, the use will follow the guidelines for site development within those zone districts and Section 27-1003. ~~And is exempt from the requirement that residential uses shall be located either above the ground floor or on the ground floor at least 20 feet from the front façade.~~

~~(b) Household Living: In Mixed Use and Commercial districts, dwelling units shall be located either above the ground floor or on the ground floor at least 20 feet from the front façade.~~

~~(c) (b) Retirement Home or Village: In Mixed Use and Commercial districts, the use will follow the guidelines for site development within those zone districts and Section 27-1003, and shall be located either above the ground floor or on the ground floor at least 20 feet from the front façade.~~

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1000 – Uses and Use Standards** - to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-1002 Uses by District, Table 27-1000.1 Use Table, and Section 27-1003 through 27-1009 are amended as follows:

Section 27-1002 Uses by District

A. Use Table

Table 27-1000.1, Permitted Primary Uses, identifies the permitted primary uses in each zoning district. Each use is given one of the following designations for each zoning district in which that use is permitted.

2. Permitted in a specified location, such as on upper stories or in the back of a structure /PL/. These uses are permitted by-right in the districts in which they are listed, provided that the uses are located in the upper stories of a structure. These uses may also be located in the ground story provided that they are located beyond a depth of at least ~~30~~20 feet from the front facade.

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C. Table 27-1000.1 Yellowstone County Primary Use Table

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R-RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
RESIDENTIAL															
Households Living (dwelling unit/structure)															
1 du/structure	P	P	P	P	P						PR	PR	PR	PR	27-1003
Manufactured Home															
Type 1 (Jan. 1, 1990 or newer model)- Built on or after June 15, 1976 (HUD Code)	P	P	P		P										27-1003
Type 2 (All other models)	P	SR	SR		P										27-1003
Group Household Living															
Groups Recognized by MT Statutes															
Community Residential Facility, Large (More than 8 residents)	SR	SR	SR	SR	SR						P				27-1003
Community Residential Facility, Small (8 or fewer residents)	P	P	P	P	P						P				27-1003
Independent Groups															
Long-Term Care Facility						P	P							P	
Retirement Home or Village	SR	SR	SR	SR	SR	P							P	P	
PUBLIC, CIVIC, AND INSTITUTIONAL															
Assembly															
Civic Assembly	SR	SR	SR	SR	SR					PR	P	P	PR	PR	27-1004
Religious Assembly	SR	SR	SR	SR	SR						P	PR	PR	PR	27-1004
Campus															
Planned Civic Campus												P			P Districts: 27-500
Planned Educational Campus													P		P Districts: 27-500
Planned Medical Campus														P	P Districts: 27-500

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R-RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
Education															
School, College or University								SR			P	P		P	
School, Primary and Secondary	P	P	P	P	P	P	P				P	P	P		
School, Trade, Business, Technology, Vocational							P	P			P		P	PR	27-1004
Government and Public Safety															
Correctional Facilities								SR			SR				
Emergency Services						P	P	P	P	P	P	P	P	P	
Government Buildings and Offices						P	P	P	P	PR	P	P		27-1004	
Government Facilities, Yards, and Storage						P	P	P	P	PR	P	P		27-1004	
Health Care and Social Assistance															
Hospice Facility	P	P		P	P	P	P				P	P		P	
Hospital or Health Care Facility						P	P				P			P	
Office and Clinical Services						P					P		P	P	
Outpatient Center for Surgical Services						P								P	
Shelter							SR	SR	SR		PR	PR	PR	PR	27-1004
Parks and Recreation															
Arboretums/Botanic Gardens										P	P				
Zoo											PR			27-1004	
COMMERCIAL															
Adult and Child Care															
Adult Day Care Center						P	P				P	P	P	P	27-1005
Day Care Center	SR	SR	SR	SR	SR	P	P				P	P	P	P	27-1005
Family Day Care Home	P	P	P	P	P						P	P	P	P	27-1005
Group Day Care Home	P	P	P	P	P	P	P				P	P	P	P	27-1005
Amusement and Recreation															
Adult Entertainment							PR	PR	PR						27-1005

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial		Industrial		Public					Additional Standards
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed	P3 Med	
Amusement, Indoor															
Large (50,000 sf GFA or more)						P	P	P	P	P	P	P	P		27-1005
Small (less than 50,000 sf GFA)						P	P	P	P	P	P	P	P	P	27-1005
Amusement and Recreation, Outdoor															
Large (1 acre or more)						P	P	P	P	PR	P	PR	PR	PR	27-1005
Small (less than 1 acre)						P	P	P	P	PR	P	PR	PR	PR	27-1005
Casino, Large (10 or more gambling devices)						SR PR	SR PR	SR P							27-1005
Animal Sales and Services															
Boarding/Kennel	PR	SR	SR			PR	PR								27-1005
General Sales and Services	P					P	P	P	P						27-1005
Shelter, Animal						P	P	P	P		P	P			27-1005
Veterinary															
Small Animal	P		SR			PR	P	P	P						27-1005
Large Animal	P		SR			PR	P	P	P						27-1005
Either with boarding	P		SR			PR	P	P	P						27-1005
Assembly, Entertainment and Trade															
Large (125,000 or more sf of exhibit space)	SR					P	P	P	P	SR	P	P	P	P	27-1005
Small (less than 125,000 sf of exhibit space)	SR					P	P	P	P	SR	P	P	P	P	27-1005
Commercial Service															
Broadcasting Stations and Studios						P	P	P	P						
Business Service						P	P	P							
Cemetery/Crematorium						P	P	P			P				
Consumer Maintenance and Repair						P	P	P							
Personal Service						P	P					P	PR	PR	27-1005
Studio or Instruction Service						P	P					P	PR	PR	27-1005

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
Eating and Drinking Establishment															
No Alcohol															
Restaurant, without drive-thru						P	P	P			P	P	P	P	27-1005
with drive-thru						PR	PR	P			P	P	P	P	27-1005
Beer and Wine License, On-Premises Consumption															
Bar or Tavern						SR PR	SR PR	P							27-1005
Craft Alcohol						P	P	P			P	P	P	P	27-1005
Restaurant						P	P	P			P	P	P	P	27-1005
All-Beverage License, On-Premises Consumption															
Bar or Tavern						SR PR	SR PR	P							27-1005
Craft Alcohol						P	P	P			P	P	P	P	27-1005
Restaurant						P	P	P			P	P	P	P	27-1005
Financial Services															
Financial Institution, no drive-thru						P	P					P	P	P	27-1005
with drive-thru						P	P								27-1009
Alternative Financial Services						P	P								
Lodging															
Boarding House						P	P								
Bed and Breakfast Inn	SR	SR	SR	SR	SR	P									27-1005
Campground/RV Park	SR	SR	SR	SR	SR	P	P	P		SR	SR				27-1005
Hotel/Motel						P	P								
Tourist Home Short-Term Rental						PR	PR				PR	PR	PR	PR	27-1005

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
Office															
Business or Professional						P	P								
Research and Testing Laboratories						P	P	P	P						
Marijuana Testing Laboratory						P	P	P	P					27-1006.C	
Parking, Commercial															
Parking, primary use						P	P	P	P						
Retail Sales															
Retail, Agricultural						<u>P</u>	P	P							
Commercial Greenhouse						P	P	P							
Marijuana Dispensary - Medical						PR	PR	PR	PR					27-1005.Q	
Marijuana Dispensary – Adult Use						PR	PR	PR	PR					27-1005.Q	
Marijuana Dispensary – Combined Use						PR	PR	PR	PR					27-1005.Q	
Retail, Limited with drive-thru						P	P							27-1009	
without drive-thru						P	P	<u>P</u>							
Retail, General with drive-thru						P	P							27-1009	
without drive-thru						P	P								
Retail, Large-Format						P	P	P							
Vehicle Sales and Service, Personal															
Car Wash						P	P	P							
Vehicle Sales and Rental						P	P	P							
Outdoor Sales Lot						P	P	P						27-1005	
Vehicle Maintenance and Repair, Minor (5,000 sf or less)						P	P	P							
Vehicle Maintenance and Repair, Major (> 5,000 sf)						P	P	P							
Vehicle Service Station, no convenience store						P	P	P							
with convenience store						P	P	P							

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public			Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review												
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2		P3 Civ
INDUSTRIAL, WHOLESALE, AND STORAGE													
Industrial and Construction Services													
Auction House	SR					P	P	P					
Contractor Yard, General/Trade					P	P	P	P					
Heavy							P	P					
Grain Elevator	SR						P	P					
Industrial Sales and Services						P	P						
Truck, RV, and Heavy Equipment Rental, Sales, and Service					P	P	P	P					
Truck Stop/Wash						P	P	P					
Manufacturing, Assembly, or Processing													
Artisan/Craft						P	P	P	P				27-1006
Limited						P	P	P	P				
General						SR	P	P	P				
Heavy								SR	P				27-1006
Marijuana Cultivation (Indoor Only)	PR					PR	PR	PR	PR				27-1006.C
Marijuana Processing/Manufacturing						PR	PR	PR	PR				27-1006.C
Natural Resource Extraction													
Mining; Oil and Gas Field Services							P	P	P				
Construction Sand and Gravel Mining	SR					P	P	P	P				
Warehouse and Storage Services													
Outdoor Storage						PR	PR	PR	PR				27-1006
Personal Self-Service Storage						PR	PR	PR	PR				27-1006
Trucking and Transportation Service							P	P	P				
Marijuana Transportation and Temporary Storage							P	P	P				27-1006.C
Warehouse, Wholesale and Distribution							P	P	P				27-1006
Agricultural Products							P	P	P				
Chemical Products								PR	P				
Petroleum Products								PR	P				

Table 27-1000.1: Primary Uses in Base Zone Districts	AG	Residential				Commercial	Industrial		Public					Additional Standards	
	Key: P = Permitted, PL = Location Limits, PR = Applicable Use Restriction SR = Special Review														
	A	RR1	RR3	N4	R- RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed		P3 Med
Waste and Salvage															
Junk or Salvage Yard								SR	SR						
Household Hazardous Waste Collection Facility											P				27-1006
Recycling Processing Facility								P	P		P				
Solid Waste Facility/Landfill									SR		P				
TRANSPORTATION, UTILITIES, AND COMMUNICATIONS															
Transportation															
Airport Passenger Terminal											P				
Air Transportation Courier and Freight Services							P	P	P		P				
Bus or Taxi Maintenance and Parking Shed							P	P	P		P				
Bus/Public Transit							P	P	P		P				
Train Passenger Terminal							P	P	P		P				
Train/Railroad Freight Terminal, Switching Yard								P	P		P				
Utilities and Public Facilities															
Major									SR		SR				
Minor (e.g., lift stations, substations, pump stations)	P	SR	SR	SR	SR	P	P	P	P		P	<u>P</u>	<u>P</u>	<u>P</u>	
Offices, Buildings, Yards, and Land						P	P	P	P		P	<u>P</u>	<u>P</u>	<u>P</u>	
Energy Production															
Solar Energy Facilities															
Tier 2								PR	PR						27-1007
Tier 3									SR						27-1007
Wind Energy Conversion Systems															
Tier 2								PR	PR						27-1007
Tier 3									SR						27-1007
Oil and Gas Refinery									SR						

SECTION 27-1003 STANDARDS FOR RESIDENTIAL USES

A. COMMUNITY RESIDENTIAL FACILITIES

Community residential facilities shall comply with all applicable Montana statutory requirements.

B. HOUSEHOLD LIVING

1. In commercial districts, dwelling units shall be located either above the ground floor or on the ground floor at least 20 feet from the front façade,
2. Where permitted in any P2 or P3 district, dwelling unit availability, regardless of ownership, is limited to residents associated with the district's primary institution. For example, a medical campus could provide dwelling units for patient families, visiting medical staff, and hospital employees.
3. Residential dwellings in a P3 district that are located within 150 feet of the campus perimeter shall meet the site design standards for the appropriate NX zone based on the number of units.

C. MANUFACTURED HOMES

1. ~~Type 1 or Type 2 m~~Manufactured homes shall not be used for any commercial use.
2. ~~Type 1 and Type 2 m~~Manufactured homes may be used as an on premise office in connection with a manufactured home sales area.

D. RETIREMENT HOME OR VILLAGE

In commercial districts the use will follow the guidelines for site development within those zone districts and shall be located either above the ground floor or on the ground floor at least 20 feet from the front façade when the Use Table includes the PL designation.

E. Fraternity/sorority house. In mixed use and commercial districts, the use will follow the guidelines for site development within those zone districts and is exempt from the requirement that residential uses shall be located either above the ground floor or on the ground floor at least twenty (20) feet from the front façade when the Use Table includes the PL designation.

SECTION 27-1004 STANDARDS FOR PUBLIC, CIVIC AND INSTITUTIONAL USES

C. AMUSEMENT AND RECREATION

1. Size

Amusement and recreation facilities shall be regulated by size as follows:

Indoor

- Large 50,000 sf GFA or more
- Small Less than 50,000 sf GFA

Outdoor

- Large 1 acre or more
- Small Less than 1 acre

2. P1 District

(a) Amusement and recreation facilities located in P1 districts may be in either public or private ownership and may charge appropriate fees.

(b) P1 district uses are limited to any combination of the following:

- (1) Golf courses and driving ranges
- (2) Sports fields or courts (indoor or outdoor)
- (3) Aquatic facilities (indoor or outdoor)
- (4) Ice Arenas (indoor or outdoor)

- (5) Playgrounds and trails
- (6) Picnic shelters and gazebos
- (7) Community centers
- (8) Gardens and orchards
- (9) Nature preserves and conservation land

Section 27-1005 Standards for Commercial Uses

G. BAR AND TAVERN

.....

2. Outdoor Seating

Outdoor seating may be permitted as an accessory use regulated by Section 27-1008. ~~Q~~

P.

K. CRAFT ALCOHOL (MICROBREWERY, MICRODISTILLERY, WINERY, CIDERY)

.....

2. Outdoor Seating

Outdoor seating may be permitted as an accessory use regulated by Section 27-1008. ~~Q~~

P.

N. RESTAURANT

1. Drive-Thru Service. Any person(s) desiring to use any premises or to erect, construct, or alter any new or existing building or structure for a restaurant drive- thru service shall satisfy the following criteria, based upon the adjoining zoning district(s).

- (a) A drive-thru establishment that adjoins, including any location across an alley, residentially zoned property, is subject to special review.
- (b) All other drive-thru establishments, including those which are located across a public street from residentially-zoned property, shall meet the following criteria:
 - (1) A traffic accessibility study shall be completed and approved by the ~~City~~ County engineer; and
 - (2) The use shall comply with Section 27-1008. ~~I, J.~~

2. Outdoor Seating

- (a) Accessory outdoor seating is regulated in Section 27-1008. ~~Q~~ P.
- (b) An eating or drinking establishment that was approved by special review that seeks to remodel or expand to add outdoor seating shall be required to meet the standards of Section 27-1008. ~~Q~~ P. and obtain a separate special review approval.

O. SHORT TERM RENTALS

.....

3. Where Permitted

.....

- (b) A, RR1, RR3, (N1, N2, N3), N4, RRMH, NX1-3, NO, NMU, CMU1-2 and (RMH)-Districts. ~~:() in PND districts only~~

.....
(c) ~~{NX1, NX2, NX3, NO, NMU, CMU1, CMU2}~~, CX, C3, P2, and P3 Districts:

- (1) Type of Permits: Guest homes are permitted. Tourist homes are permitted.
- (2) Maximum number of short-term rental permits:
 - (i) Single-unit and two-unit dwellings shall comply with section GB.2.
 - (ii) Townhouses: One permit per dwelling unit.
 - (iii) Multiple unit dwelling all in single ownership: Permits may be issued for up to 20% of the units. Properties that contain five or more stacked units in one building must be compliant with applicable building code requirements.

Section 27-1006 STANDARDS FOR INDUSTRIAL, WHOLESALE AND STORAGE USES

A. PERSONAL SELF-STORAGE

1. Generally Application Standards. Standards listed in subsections d., e. and f. are not applicable to the CX, I1 or I2 zone districts. Subsections a. through d. apply in all zone districts.
 - (a) No business activity other than rental of storage units shall be conducted within a self-service storage unit.
 - (b) Security fencing or gates shall be located behind any required landscaping area.
 - (c) Security gates shall be located so that two vehicles awaiting entry do not stack into the public right of way or any pedestrian path. This may be reduced to one vehicle for facilities with fewer than 25 units or where security gates are only locked outside of normal business hours.
 - (d) Exterior doors serving individual units shall not be oriented towards a public right of way unless located behind other structures.
 - (e) Individual units accessed from outdoors shall be located at least 100 feet from a front or street side property line.
 - (f) No self-service storage facility shall exceed 3 acres in size.

B. OUTDOOR STORAGE

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1. (d) Screening: Screening of all outdoor storage areas from right of way and adjacent properties shall be provided according to Section 27-12076.G, Utility and Service Area Screening.

.....
1. (e) Height: Storage of stacked materials shall not exceed the height of the screening fence or eight feet, whichever is less. Individual items of greater height may be stored but may not exceed one-half the height of the principal building when the outdoor storage is an accessory use.

.....
2. Shipping Containers Permanent Off-Chassis and On-Site

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(h) Screening: All permanent shipping containers shall be screened from view from any public right-of-way or private street, and any residential use or residential zoning district according to Section 27-12076.G, Utility and Service Area Screening.

SECTION 27-1007 STANDARDS FOR TRANSPORTATION, UTILITIES, AND COMMUNICATIONS

C. WIRELESS COMMUNICATION FACILITIES

.....
2. Applicability

(a) (1) Any WCF for which a permit has been properly issued prior to the adoption of this Zoning Code (December 15, 2020) and for which no changes will be made shall not be required to meet the requirements of this section.

(2) Changes and additions to pre-existing WCFs (including trading out of antennas for an equal number of antennas) shall meet applicable requirements of Section 27-1007.C.5-3 Criteria for Major and Minor Modifications and Substantial Change and 4, General Requirements.

5. Commercial Antenna Support Structures and Antennas Located in Public, Agriculture, Commercial and Industrial Zoning Districts.

(a) Minor modifications: Antennas co-located on existing stealth communication facilities or existing antenna support structures which have previously received all required approvals and permits shall be permitted as an allowed use in all public, agriculture, commercial and industrial zones.

(b) New support structures and major modifications shall be considered as follows:

(1) Stealth communication facilities shall be permitted as an allowed use in all public, agriculture, commercial and industrial zoning districts.

(2) Antenna support structures shall be permitted as an allowed use in all public, agriculture, commercial and industrial zoning districts when located on school, government-owned utility, and other government sites. Proposed antennas or antenna support structures that are contrary to this section must be requested through the special review process.

(3) Antenna support structures and antennas located in A, CX, C3, I1, I2, and P zoning districts shall be permitted as an allowed use provided that the towers meet the requirements subsections 6(b)(1) or 6(b)(2) or the following:

- (i) Roof-mounted antenna that do not add more than 20 feet to the total height of the building on which it is mounted shall be permitted as an allowed use. See additional requirements for roof-mounted antenna in Subsection 4(j)(2).
- (ii) Antenna support structures 50 feet in height or less shall be permitted as an allowed use.
- (iii) Antenna support structures that are greater than 50 feet in height shall be required to obtain special review approval.

(iv) Wireless communication facility tower farms are permitted with special review approval, except in the P3 zoning districts.

(4) All antenna support structures located in I2 shall be permitted as an allowed use, including tower farms.

.....

13. Minor Modification Procedures

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(b) Timeframe for Review. Subject to the tolling provisions of subparagraph (c). below, within 60 days of the date on which an applicant submits ~~an application~~ a Zoning Compliance Permit (Sec. 27-1628) seeking approval under this section, the County shall approve the application unless it determines that the application is not covered by this subsection, or otherwise in non-conformance with applicable codes.

.....

14. New Support Structure and Major Modification Procedures Applications for new support structures and major modifications to existing antenna support structures permitted under these regulations shall be approved through a Zoning Compliance Permit (Sec. 27-1628) or a special review as indicated in the zone district use table and on standards outlined in this section. Major modifications are any modifications that exceed the definition of minor modifications and constitute a substantial change per Section 27-1007.C.3.

SECTION 27-1008 AGRICULTURAL USES

A. LIVESTOCK AND FOWL

.....

2. Standards by Zone District

(a) Livestock and/or fowl permitted in agricultural or residential zoning districts shall comply with the standards in Subsection A.3(a), below. These standards are not applicable to Commercial Feeding Yards or Auctions Yards for Livestock.

(b) Livestock and/or fowl may be allowed in commercial or industrial zoning districts when the standards of Subsection A.3(b) are met, regardless of the lot size. However, if the number of animals requested exceeds the allowed limit in below Subsection ~~AM.3(b)~~, then the property must conform to the uses allowed by right or through special review, as shown in Table 27-1000.1, Primary Uses.

SECTION 27-1009 ACCESSORY USES

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D. DETACHED ACCESSORY RESIDENTIAL STRUCTURES

1. Detached buildings for accessory residential uses in the N1-3, N4, RMH and R- RMH zones shall not exceed 2,000 square feet. These standards do not apply to Accessory Dwelling Units (ADUs). Standards for ADUs are located in Section 27-1009.G. For lots of at least 21,000 square feet in the N1-3, N4, RMH and R-RMH zones, detached accessory buildings shall not exceed 2,400 square feet. For lots greater than 1 acre in the N1-3, N4, RMH and R-RMH zones, detached accessory buildings shall not exceed 3,000 square feet. In the RR1 and RR3 zone districts detached buildings for accessory rural residential uses shall not exceed 3,000 square feet. See 27-1009.G for Accessory Dwelling Unit requirements.

2. The maximum total square footage in detached accessory structures in the N1-3, N4 RMH, and R-RMH zone districts shall not exceed 3,000 square feet unless the lot exceeds 1 acre. For any lot greater than 1 acre and in the, including lots in the RR1 and RR3 zones, the maximum total square footage shall not exceed 5,000 square feet.
3. There are no size limitations for accessory structures in the A zone district. These limitations do not apply in the NX districts, NO, MU or commercial zone districts except where those lots are developed with one- or two-family dwellings.

Table 27-1000.4: Accessory Uses	Ag	Residential				Commercial	Industrial		Public						
	Key: P = Permitted, PL = Location Limits in Zone District, PR –Use Restrictions, SR – Special Review														
Use Table	A	RR1	RR3	N4	R-RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed	P3 Med	Additional Standards
Residential															
Accessory Dwelling Unit	PR	SR	SR	SR											27-1009
Employee/Caretaker Unit						PR	PR	PR	PR		PR	PR	PR	PR	27-1009
Guest Home Short-Term Rental	SR	SR	SR	SR	SR	PR	PR				PR	PR	PR	PR	27-1009
Home Occupation	P	P	P	P	P	<u>P</u>	<u>P</u>	<u>P</u>			<u>P</u>	<u>P</u>	<u>P</u>	<u>P</u>	27-1009
Casino															
Limited (1-3 gambling devices)						P	P	P	P						27-1005
Small (4-9 gambling devices)						P	P	P	P						27-1005
Day Care Facilities															
Day Care Center						P	P			P	P	P	P	P	27-1009
Family Day Care Home		P	P	P	P										27-1009
Group Day Care Home		P	P	P	P	P	P								27-1009
Electric Vehicle Charging Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	27-1009
Eating and Drinking Establishment															
No Alcohol															
Restaurant, no drive thru						P	P	P			P	P	P	P	
With drive-thru						P	P	P			P	P	P	P	27-1005
Beer and Wine, On-Premises Consumption															
Bar or Tavern						SR <u>PL</u>	PR <u>PL</u>	PR							27-1005
Craft Alcohol						P	P	P			P	P	P	P	27-1005
Restaurant						P	P	P			P	P	P	P	
All Beverage, On-Premises Consumption															
Bar or Tavern						SR <u>PL</u>	PR <u>PL</u>	PR							27-1005
Craft Alcohol						P	P	P			P	P	P	P	27-1005
Restaurant						P	P	P			P	P	P	P	

Table 27-1000.4: Accessory Uses	Ag	Residential				Commercial	Industrial		Public						
	Key: P = Permitted, PL = Location Limits in Zone District, PR –Use Restrictions, SR – Special Review														
Use Table	A	RR1	RR3	N4	R-RMH	C3	CX	I1	I2	P1	P2	P3 Civ	P3 Ed	P3 Med	Additional Standards
Greenhouse, noncommercial	P	P	P	P	P	P									
Kenel, Private	P	P	P	P	P										27-1009
Outdoor Uses															
Outdoor Sales Lot						SR	P	P							27-1009
Outdoor and Sidewalk Seating						P	P			P	P	P	P	P	27-1009
Outdoor Storage						PR	PR	P	P						27-1009
Park/Playground	P	P	P	P	P	P	P			P	P	P	P	P	
Solar Energy Facility, Tier 1	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	27-1007
Stable, Private	P	P	P	P	P	P	P								
Wind Energy Conv. System, Tier 1	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	PR	27-1007
Wireless Communication															
Amateur Radio, less than 100' high	PR	PR	PR	PR	PR	PR	PR	PR	PR		PR				27-1009
Greater than 100' high	SR	SR	<u>SR</u>	SR	<u>SR</u>	SR	SR	SR	PR						27-1009
Wireless Communication Facilities	<u>PR</u>	PR	PR	PR	PR	PR	PR	PR	P	<u>PR</u>	PR	PR	PR	PR	27-1007
Agricultural/Hobby Farm															
Beekeeping	P	P	P	P	P										
Community Garden	P	PR	PR	PR	PR					PR	PR	PR	PR	PR	27-1009

L. EMPLOYEE/CARETAKER UNIT

Employee/caretaker units in C3, CX, I1, I2, and the P districts shall be limited to no more than two residential units per 10,000 square feet of gross building floor area.

SECTION 27-1010 TEMPORARY USES

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A.(3)(b) Group 3 Temporary Uses – Location Restrictions:

(3) The structure shall be a factory-built structure and shall not have an axle(s). Temporary structures which do not comply with one or both of these requirement(s) and which exist as of December 15, 2020, shall be deemed legal nonconforming structures and may continue to be used as a temporary structure, provided the temporary use and structure complies with all other requirements of this section; and

D. TEMPORARY USE/STRUCTURE PERMIT REQUIRED

.....

2. For Group 3 temporary uses, the temporary use permit holder shall post a ~~\$1,500.00~~ bond for each location with the planning and community services department to ensure timely removal of the use and/or structure.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1100 – Proportionate Compliance** -to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-1100 – Proportionate Compliance - is amended as follows:

Sec. 27-1103 – ZONE DISTRICT STANDARDS ELIGIBILITY AND MEASUREMENT

The following proportionate compliance standards apply to redevelopment in the N1, N2, NX, NMU, NO, CMU1, and CMU2 districts:

A. General site and structure design requirements.

~~For any site renovations, the applicable neighborhood or mixed-use general site design requirements shall be met. For any site or structure renovations, the applicable neighborhood or mixed-use districts shall be met for that aspect of the site or structure subject to renovation.~~

B. ~~GENERAL RENOVATIONS~~ Zone district specific regulations.

~~Where any renovation includes an addition of more than 50 percent in gross building square footage within a 5-year period, all site and structure regulations shall be met.~~

Any renovation involving the addition of fifty (50) percent or more gross building square footage, measured cumulatively within a five-year period as determined by the zoning compliance permit(s), shall comply with applicable zone district site and structure standards as follows:

1. Build-to zones.

(a) Build-to zones are locations, when required by the zone district, on a lot in which the front or street side facade of a building shall be placed. Refer to subsection 27- 1802.B, Building and parking siting measurements and terms.

(b) The renovation or expansion of existing structures is exempt from compliance to place any part of the structure within the required build-to zone identified in the zone district building siting standards unless the renovation is designed to encroach into a build-to zone. Where the expansion does encroach into a required build-to zone, that aspect of the building design shall comply with the build-to standard.

2. Façade regulations.

(a) Façade regulations are those zone district-specific regulations that apply to the design of the front or street side of a building; façade regulations include doors and windows.

(b) Renovations are required to comply with façade regulations only when the renovation is to a front or street façade that exists or will exist in the required build-to zone and which meets one of the following:

(i) Expansion or change in location of fifty (50) percent or more of the doors or windows on any street façade of the building; renovations to garage openings are not included in this calculation. Refer to article 27-1800 for the definition of street façade.

(ii) Roof renovations. If the renovation of the shape or style of more than fifty (50) percent of the roof occurs, the applicable roof pitch regulations shall be met. Changing shingle types is not a change in shape or style (see subsection 27- 1802.E). Renovations that do not extend or change the roof of an existing structure do not trigger the application of the zone district's roof regulations.

C. ~~FACADE RENOVATIONS~~

~~If the building's façade exists or will exist within the required build-to zone of the district regulations, the facade regulations shall be met, if the renovation includes any one of the following:~~

- ~~1. Expansion or change in location of 50 percent or more of the windows on any street façade of the building. Refer to Section 27-1800 for the definition of street facade.~~
- ~~2. Replacement of 50 percent or more of facade materials on any street facade of the building with a different facade material.~~

D. ~~ROOF RENOVATIONS~~

~~If the renovation of the shape or style of more than 50 percent of the roof occurs, the roof regulations shall be met.~~

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1200 – Landscaping** - to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-1200 is amended as follows:

Sec. 27-1202 – APPLICABILITY

.....

Table 27-1200.1 is amended as follows:

Table 27-1200.1: Landscaping Applicability

Landscape Type	Section	A	RR1, RR3	N4, RRMH, <u>N1-3, NX1-3, RMH, PD</u>	C3, CX, <u>NO, NMU, CMU1-2</u>	P1-3	I1, I2
Key: <u>O</u> = Applicable, X = Not Applicable							
Street Frontage	27-120 <u>43</u>	X	X	<u>O</u> = all districts and uses located on a <u>with public or private street frontage</u>			
Bufferyards	27-120 <u>54</u>	X	X	X ¹	<u>O</u>	<u>O</u>	<u>O</u>
Parking Lot Landscaping	27-120 <u>65</u>	X	X	X ¹	<u>O</u> – Any parking lot with 10 or more spaces		
Tree Preservation Options	27-120 <u>76</u>	X	X	X ¹	<u>O</u>	<u>O</u>	<u>O</u>

X¹ – Except where required in Table 27-1200.2

Sec. 1203 LANDSCAPE PLAN

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B. LANDSCAPE PLAN PREPARATION

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2. Landscape plans shall be prepared as follows:
 - (a) Lots of 4-1.5 acres or larger: the plan shall be prepared by a licensed landscape architect.
 - (b) Lots smaller than 4-1.5 acres: the applicant is encouraged to work with a nurseryman or landscape design professional to meet the requirements of this article.

A list of appropriate plant species for Yellowstone County can be obtained from the Planning Department.

Sec. 27-1204 STREET FRONTAGE LANDSCAPING

A. REQUIRED STREET FRONTAGE LANDSCAPING

1. The area along any property line that abuts a public or private street right-of-way shall be provided a landscaped area at least five feet wide that is planted with street trees.
2. The required total number of street trees shall be calculated at one tree per 50 lineal feet of frontage. Fractions shall be rounded up to the next whole number.
3. Street trees do not need to be spaced at 50-foot intervals; the maximum interval shall be 80 feet, and the minimum interval of 25 feet, with decisions about landscaping design within that interval left to the discretion of the property developer in consultation with their landscape designer or landscape architect.

B. LOCATION AND CALCULATIONS

1. Measurement
 - (a) Generally: The street frontage landscape area depth is measured from the property line inward.
 - (b) Boulevard: Street frontage yards located along a boulevard shall be measured from the leading edge of the sidewalk. Where there is a drainage swale between the road edge and the sidewalk, the street frontage yard shall be measured from the property line inward.
2. Up to 30 percent of required street frontage landscaping may be permitted within a County or private street easement right-of-way with the ~~issuance of an encroachment permit~~ permission of County public works or the owner's association.
3. Street frontage landscape areas may overlap required yards and be located within required setbacks.
4. Access driveways shall not be subtracted from the linear frontage in calculations of the amount of landscaping required. If there are driveways along the frontage or property line, required landscaping shall be condensed into the remaining landscaping area.

C. PLANT MATERIALS

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3. Generally applicable plant materials standards are located in Section 27-12087.

Table 27-1200.2 Required Bufferyards

Key: B, B1, B2, or B3 = required bufferyard (See Table 27-1200.3 for requirements). F= Fence required per 27-1205.A.3. X = no bufferyard required																		
Read DOWN columns for proposed uses		Proposed New Development																
		Agriculture			Residential: RR1, RR3, N4, N1-3, NX1-3, RMH, RRMH, PD NO, NMU			Commercial: C3, CMU1, CMU2			Public: P1, P2, P3			Heavy Commercial and Industrial: CX, I1, I2				
Structure/ Use		Ag	SFR	Non-Res	SFR		Non-Res			Mix Use	Non-Res	P1	P2	P3	CX	I1	I2	
Existing Adjacent Development	Agriculture	Ag	X	X	X	X		B1			B1	B1	X	X	X	X	X	X
		Single Family	X	X	B2	X		B2			B2	B2	X	B2	B2	B3	B3	B3
		Multi Family	X	B1	B2	B1		B2			B2	B2	X	B2	B2	B3	B3	B3
		Non-Residential	X	B2	B	B2		B			B1	B2	X	B1	B1	B2	B2	B2
	Residential	Single Family	X	X	B2	X		B2			B2	B	X	B2	B2	B3	B3	B3
		Multi Family	X	B1	B2	B1		B2			B2	B3	X	B2	B2	B3	B3	B3
		Mixed Use	X	B2	B1	B2		B1			B	B3	X	B1	B1	B2	B2	B3
		Non-Residential	X	B2	B	B2		B			B1	B1	X	B1	B1	B1	B2	B2
	Commercial	Single Family	X	X	B2	X		B2			B2	B	X	B2	B2	B3	B3	B3
		Multi Family	X	B1	B2	B1		B2			B2	B2	X	B2	B2	B3	B3	B3
		Mixed Use	X	B2	B1	B2		B1			B	B2	X	B1	B1	B2	B2	B2
		Non-Residential	X	B2	B	B2		B			B1	B2	X	B1	B1	B1	B2	B2
	Public	P1	X	X	X	X		X			X	B	X	X	X	B1	B1	B1
		P2	X	B2	B1	B3		B1			X	X	X	B	B	B3	B3	B3
		P3	X	B2	B1	B2		B1			X	B2	X	B	B	B3	B3	B3
	Industrial	CX	X	B3	B2	B3		B2			B2	B1	X	B3	B3	B	B1	B1
I1		X	B3	B2	B3		B2			B2	B2	X	B3	B3	B1	B	B1	
I2		X	B3	B2	B3		B2			B3	B2	X	B3	B3	B1	B1	B	

.....
New Section

27-1205.C. Utility and Service area Screening

A. Single family residential. To the maximum extent practicable, utility equipment on residential lots shall be located behind the front building line of the house and screened from public view by an opaque wall, fence, or landscaping screen. Alternative locations may be approved by the planning and community services director to allow for the retention of existing trees on wooded sites.

B. Multifamily and non-residential.

1. Screening generally.

(a) Site screening. All multifamily residential projects, manufactured home parks, and all mixed-use and non-residential projects shall include on the landscape plan, a detailed drawing of enclosure and screening methods to be used in connection with mechanical equipment, trash bins, recycle bins, storage yards, service areas, loading docks, and other equipment storage areas on the property.

(b) Visual screening. Structures shall be designed and screened so that windows and decks do not overlook neighboring residential properties in a manner that intrudes on privacy.

(c) Applicants are encouraged to locate the types of features listed in this subsection where they are not visible from off-site, or from public areas of a site, so that screening is unnecessary.

.....
Sec. 27-1209 Fences

A. APPLICABILITY

1. Fences, walls, and hedges may be erected or maintained in any zoning district provided the height, setback, and material provisions outlined below are followed and a permit is secured.

2. "Fence" for the purposes of this section means any fence, wall or hedge.

3. No fence shall be erected or maintained in a public right-of-way.

4. Any fence greater than a height of three (3) feet and equal to or less than 7 feet in height shall require a fence permit (Sec. 27-1619) from the planning department. Fences over 7 feet in height will require a Zoning Compliance Permit (sec. 27-1628) from the planning department.

B. HEIGHT

Height, for the purposes of this section, shall be defined as the vertical distance from the top rail, board or wire to the ground directly below as measured from the inside of the fence.

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E. MATERIALS

1. Residential and Commercial Zones

(a) Generally: All fences in residential, agricultural, and commercial zoning districts shall be constructed from materials which are

commonly used for fencing and shall not be constructed from railroad ties, wood pallets, tires, rubble, or salvaged material.

(1) Commonly used fence materials include wood, brick, stone, split railing, chain-link, wire, vinyl, ornamental iron work, and corrugated and uncorrugated metal panels framed in wood, vinyl, composite, brick or stone. Metal panels shall be coated with a non-reflective material.

(2) Materials not listed ~~are subject to special review~~ may be submitted for administrative relief (Sec. 27-1614).

(b) Bufferyard Fencing: Required bufferyard fencing may be constructed of any of the materials identified in Section E.1(a) along with powder-coated or vinyl coated chain link fence.

(1) Where an opaque screening fence is required between uses – such as residential next to heavy commercial or industrial – solid vinyl, wood or similar solid fencing, or powder-coated or vinyl-coated chain link fence with opaque (solid) inserts shall be installed.

(2) An existing fence of the proper height and materials that is located on the property line where a bufferyard fence is required may be retained. Where an existing fence is not compliant with this section, the property owner who is required to install the bufferyard fence shall replace the existing fence with a compliant fence.

2. Industrial Zones

All fences in industrial zoning districts shall be constructed from materials commonly used for fencing and shall not be constructed from railroad ties, wood pallets, rubble, or salvaged material.

(a) Commonly used fence materials include wood, brick, stone, split railing, chain-link, wire, vinyl, ornamental iron work, finished or coated steel or aluminum building panels.

(b) Materials not listed ~~are subject to special review~~ may be submitted for administrative relief (Sec. 27-1614).

3. Material Exception—Barbed Wire or Electric Fence

(a) Barbed wire and electrically charged fencing is allowed in agricultural, commercial (C3 and CX), and industrial districts. When electrically charged fences are used adjacent to a public right-of-way, the fence(s) shall be posted with warning signs or fluorescent markings at intervals not to exceed 150 feet.

(b) Barbed wire fencing is allowed in commercial (C3 and CX) or industrial zoning districts when such material is located not less than eight feet above grade.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1300 – Parking and Loading** - to correct errors, provide clarification and continuity of the regulations.

Section 1. Section 27-1300 is amended as follows:

Sec. 27-1302. – Calculation of Required Parking

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B. Calculation of Required Parking
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6. ~~Surface parking spaces provided for multiple-unit structures shall not be assigned and shall be available to all residents unless approved through Section 27-1600, Site Development Plan. Where surface parking is assigned, the minimum number of spaces provided shall be increased by 20%.~~

Tables 27-1300.1: Off-Street Parking Standards

Use	Required Parking
RESIDENTIAL	
Households Living (dwelling unit/structure)	
Dwelling, single unit, detached and attached	2 per du
Dwelling, multiple unit structure	1.5 per du + 1 guest space per 10 units; 27-1302.C.8 also applies 1 per du
Dwelling unit in a mixed-use structure	2 per du + 1 per du
Accessory dwelling unit	Sec. 27-1009 (ADU standards)
Manufactured Home (Class A, B, C)	2 1 per du
Group Household Living	
Comm. Res. Facility, Large	2 + 1 per 5 beds
Comm. Res. Facility, Small	Dwelling, single unit
Fraternity/Sorority House	1 per 2 sleeping rooms or 1 per 3 beds, whichever is greater
Group Living Facility	2 + 1 per 5 beds
Retirement Home or Village	1 to 6 units: 0.5 space/du 7 to 18 units: 0.33 space/du Over 18 units: 0.25 spaces/du Minimum of 5 spaces
Travel Trailer Park/ Campground	1 space per campsite/RV site

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1400 – Sign Code** - to correct errors, provide clarification and continuity of the regulations.

Section 1 – Section 27-1403 is amended as follows:

SECTION 27-1403 NON-CONFORMING SIGNS

A. NONCONFORMING SIGNS

Where a lawful sign exists at the effective date of this article, or amendment of this article, that would be illegal under the terms of this article, the use of such sign may be continued so long as it remains otherwise lawful, subject to the provisions of this section.

B. CLASSIFICATION OF NONCONFORMITIES

There are two types of legal, nonconforming signs: major and minor. Signs with multiple nonconforming elements are classified in the category of the most significant nonconformity.

1. Major Nonconforming Signs

Major nonconforming signs are those signs for which the nonconformity generates a nuisance per se, violates County sign policy, or is incompatible with adjacent signs and/or the adopted guiding principles such that public policy favors their elimination from the zone if they are discontinued, abandoned, or destroyed. Major nonconforming signs include:

- (a) Dangerous signs;
- (b) Signs that exceed the maximum height or size permitted in the zone district by more than 20%;
- (c) Nonconforming setback that encroaches on or over a public right-of-way, clear vision area, or public access easement;
- (d) Signs with nonconforming illumination;
- (e) Nonconforming sign types; and
- (f) Signs approved with a variance on or before January 1, 2010, that permits any issue included in this major nonconformity list.

2. Minor Nonconforming Signs

Minor nonconforming signs are any nonconforming signs that are not classified as major nonconforming signs. Minor nonconforming signs include but are not limited to:

- (a) Signs that exceed the maximum height or size permitted in the zone district by 20% or less;

(b) Nonconforming setback that does not encroach on or over a right-of-way, and

(c) Nonconforming separation.

C. MAJOR NONCONFORMITIES

1. Alterations

(a) A major nonconforming sign or sign structure may not be altered in any way that increases any nonconformity. A proposed change to any nonconforming aspect of a major nonconforming sign for a new or relocating business shall require the entire sign to be brought into conformance with this article.

(b) General repairs, maintenance, updates and rebranding for an existing business and change to advertising copy that does not include replacing a static sign with an EMD are not considered alterations.

2. Replacement

(a) A major nonconforming sign that is voluntarily replaced for a new or relocating business shall be replaced with a conforming sign.

(b) A major nonconforming sign that loses its nonconforming status per Section 27-1403.F shall be replaced with a conforming sign.

D. MINOR NONCONFORMITIES

1. Alterations

(a) A minor nonconforming sign may be altered for an existing business in a manner that conforms to this Zoning Code while still maintaining the nonconforming elements. For example, a sign that is two feet over the height limit for the zone district may be altered provided the height is not increased.

(b) General repairs, maintenance, updates and rebranding for an existing business and change to advertising copy that does not include replacing a static sign with an EMD are not considered alterations.

2. Replacement

(a) A minor nonconforming sign that is voluntarily replaced shall be replaced with a conforming sign.

(b) A minor nonconforming sign that loses its nonconforming status per Section 27-1403.F shall be replaced with a conforming sign.

Section 2. Section 27-1405 is amended as follows:

SECTION 27-1405 GENERAL REGULATIONS FOR PERMANENT, ON-PREMISES SIGNS

The purpose of this section is to provide generally applicable sign regulations by sign type. The section is organized by sign category – freestanding, attached, and electronic message displays (EMDs). The amount of signage permitted by zone district is identified in Section 27-1406.

A. FREESTANDING SIGNS

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4. Pole Signs

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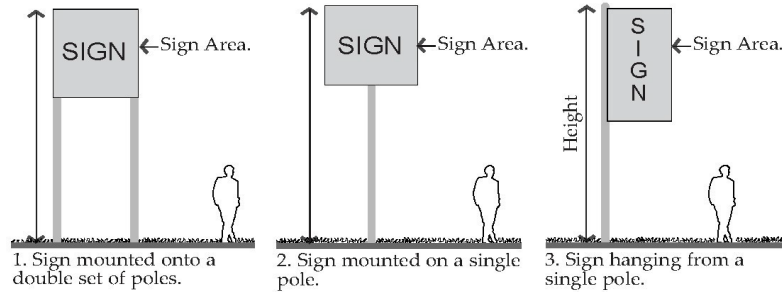


Figure 4: Pole Sign Configurations



Figure 5: Pole Sign Example

5. Pedestrian-Scale Signs

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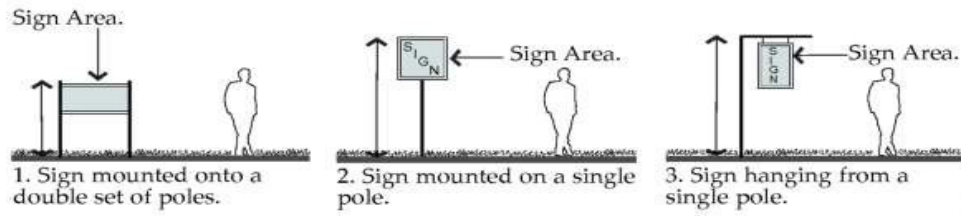


Figure 6: Pedestrian-Scale Sign Configurations

6. Structural Canopy

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Figure 7: Structural Canopy Sign Examples

7. Subdivision, Neighborhood, and Ranch Entrance Signs

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Figure 8: Subdivision and Neighborhood Sign Examples

B. ATTACHED SIGNS

1. Awning Signs

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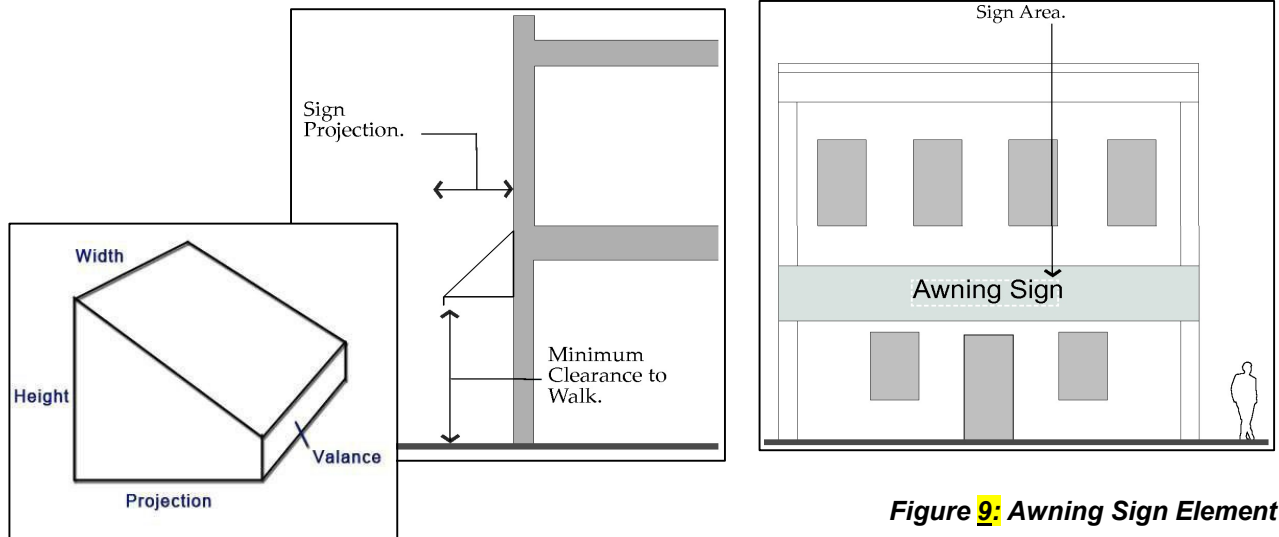


Figure 9: Awning Sign Element



Figure 10: Awning Sign Examples

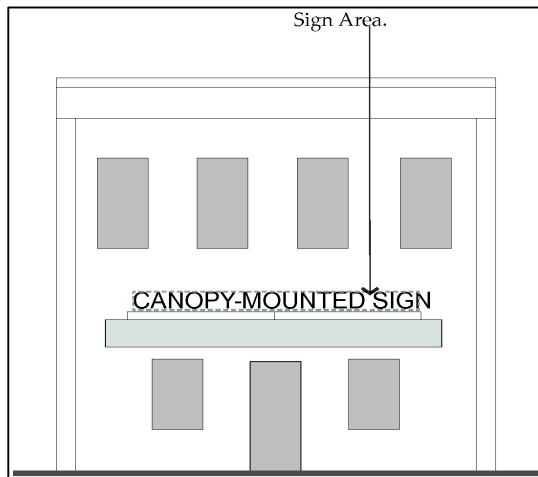
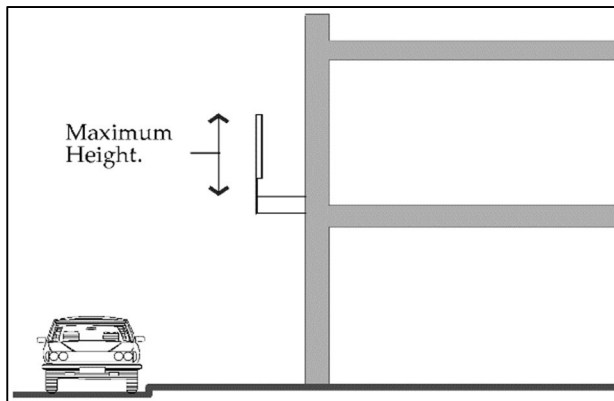
2. Canopy Signs

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Figure 11: Canopy Sign Examples



Figure 12: Canopy Sign Elements



3. Marquee Sign

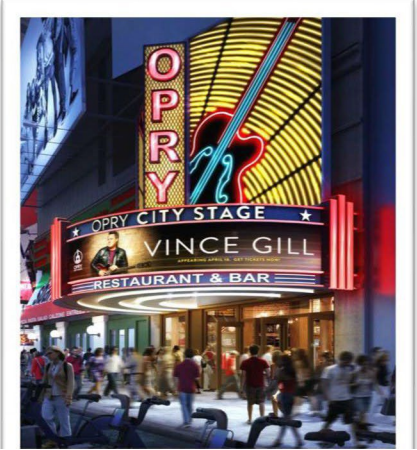
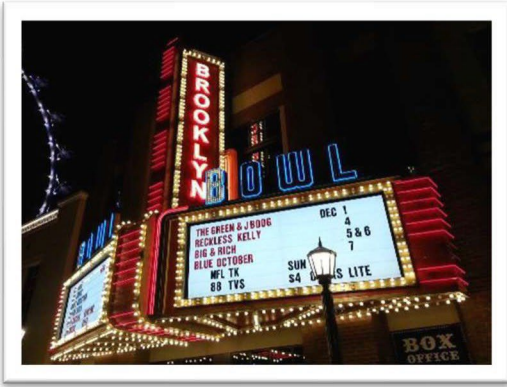


Figure 13: Marquee Sign Examples

4. Projecting Sign

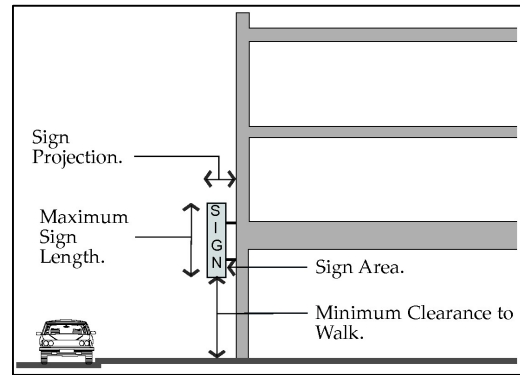


Figure 14: Projecting Sign Example and Elements

5. Roof Sign



Figure 15: Roof Sign Examples

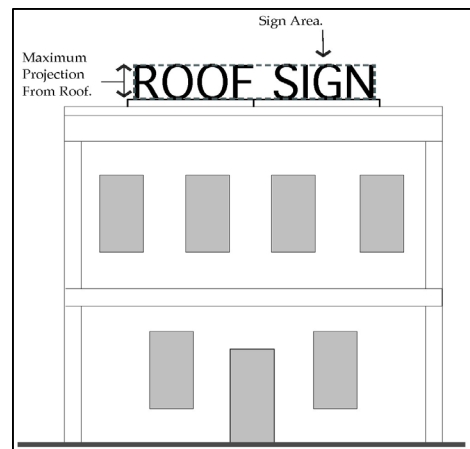
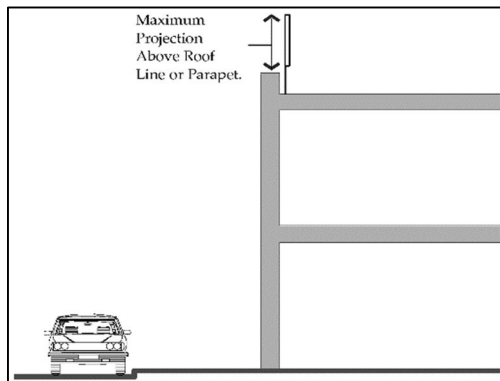


Figure 16: Roof Sign Elements

6. Wall Sign

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Figure 17: Wall Sign Examples

7. Window Sign

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Figure 18: Window Sign Examples

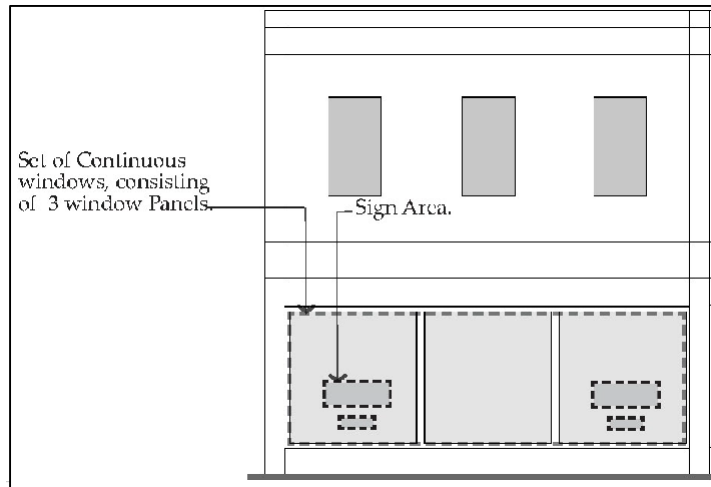


Figure 19: Window Sign Elements

C. ELECTRONIC MESSAGE DISPLAY (EMD) SIGNS

1. EMD Signs Prohibited

EMD signs are prohibited in the following districts:

- (a) Agriculture

- (b) All residential base zone districts (RR1, RR3, N1-4, RMH, and RRMH, NX1-3) and residential zones in a PD or PND.

- (c) Public 1 and Public 2

- (d) Neighborhood Office (NO) and Neighborhood Mixed Use (NMU).

2. Display Technology

The technology currently being deployed for EMDs is LED (light emitting diode), but there may be alternate, preferred, and superior technology available in the future. Any other technology that operates pursuant to the display brightness limits above shall not require an ordinance change for approval.

3. Incorporation in Wall or Freestanding Sign

(a) Except when used on a billboard sign, an EMD may only be used in conjunction with an adjacent wall sign or as part of a freestanding sign and shall not be displayed on its own.

(1) The EMD shall not be larger than 40 percent of the total square footage of the permanent graphic portion of the sign when compared as separate components.

(2) For purposes of determining the allowable total sign area, the permanent graphic portion of the sign and the EMD shall be included in the same perimeter and measured as a single sign, inclusive of any physical separation between the two components.

(b) Only one EMD sign, either wall or freestanding is permitted per developed parcel. EMD sign(s) shall be counted in the total number of signs allowed on the parcel.

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5. Static Display EMD

Where a static display EMD is permitted by this article, the following standards shall apply:

(a) A static display EMD may display a series of static messages and may not flash, scintillate, blink, show motion borders or traveling lights, employ any other aspect of animation, or display video.

(b) Messages on static display EMDs shall not include flashing, the varying of light intensity, or scrolling.

(c) Each static message on the sign shall be displayed for a minimum of ~~six~~ three seconds in duration.

(d) Message change shall be completed instantaneously. There shall be a direct change from one message to the next. All transition effects, such as motion, animation, fading, scrolling, or dissolving are prohibited.

(e) EMD use on a billboard sign face is allowed and each static message on the sign

shall be displayed for a minimum of six seconds in duration.

6. Animated Display EMD

Where an animated display EMD is permitted by this article, the following standards shall apply:

(a) The sign shall be on-premises;

(b) A freestanding animated display EMD sign shall be separated by at least 35 linear feet in any direction from any other freestanding animated display EMD;

(c) The sign shall be located at least 100 feet from any agriculture or residential zone (A, RR1, RR3, N1-4, RMH, RRMH, NX1-3 or any residential zone in a PD or PND); and

(d) Video display is prohibited (See definition of video in Section 27-1803).

7. Sign Permit Conditions

The following conditions apply to all EMD sign permits including EMD on billboard signs. Failure to comply shall result in the sign ceasing operation until compliance occurs.

(a) That the sign shall at all times be operated in accordance with County codes and that the owner or operator shall provide proof of such conformance within 24 hours of a request by the County;

(b) That a County inspector may access the property upon 24 hours' notice to the owner, operator or permittee so that the County may verify that the EMD has the automatic image dimming capability engaged. In the event of a citizen complaint regarding the EMD brightness, the owner, operator or permittee may be required by the County inspector to manually reduce the brightness to a lower setting;

(c) That whether the sign is programmed from the site or from a remote location, the computer interface that programs the sign and the sign's operation manual shall be available to County staff upon 24 hours' notice to the owner, operator or permittee.

(d) Sign permit applications to install an EMD must include a certification from the owner or operator that the sign shall at all times be operated in compliance with the conditions set out in County code. The owner, operator or permittee shall immediately provide proof of such conformance upon request of the County.



Figure 20: EMD Sign Examples

Section 3. Section 27-1407 is amended as follows:

SECTION 27-1407 SIGN REGULATIONS BY ZONE DISTRICT

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B. NEIGHBORHOOD RESIDENTIAL

1. Applicability

The standards in this section shall apply to the following districts: N1-4, RMH, RRMH, NX1-3 and any residential zone in a PD or PND.

2. Summary Table

Table 27-1400.3 identifies the types of signs permitted in the neighborhood districts, subject to the regulations identified in the table and this article.

Table 27-1400.3: Permanent Signs in Neighborhood Residential Districts

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf.)	Setback (min., ft.)	Illumin.	Additional Standards
Attached Signs						
Wall: Multi-unit Development	1; see 27-1407.B.3	Same as wall [1]	12	n/a	Internal or external	27-1405.B Wall Signs
Wall: Public, Civic, and Institutional Uses	1	Same as wall [1]	32	n/a	Internal or external	27-1405.B Wall Signs
Freestanding Signs						
Monument: Neighborhood or Subdivision	2 per entrance	8	32	5 [2]	Internal or external	27-1405.A Monument Signs
Monument: Public, Civic, and Institutional	1 per parcel	8	48	5 [2]	Internal or external	27.1405.A, Monument Signs
Notes:						
[1] May not project above wall on which located						
[2] From all property lines; must comply with clear vision areas per 27-1802.H.						

3. District Specific Standards

(a) Where signs are linked to a use category, a description of the category can be found in Section 27-1000, Use Standards.

(b) EMD signs are not permitted in residential districts.

(c) Multi-unit wall signage is permitted as follows:

(1) NX1: the sign shall be located on the primary building on a wall facing the main entrance to the development.

(2) NX2,3, and RMH, all with 10 or more units: wall sign with the same restrictions as NX1 plus one neighborhood monument sign.

C. NEIGHBORHOOD OFFICE AND NEIGHBORHOOD MIXED-USE

1. Applicability

The standards in this section shall apply to the following districts: NO and NMU.

2. Maximum Total Permitted Sign Area

(a) Attached signs: 20% of total wall area of a public-street-facing wall, to a max of 100 square feet, or a max of one hundred (100) square feet, or to a max of one and one-half (1.5) square feet of sign area per linear foot of building frontage whichever is less. This maximum wall sign area is calculated on a per tenant basis. See subsection 27-1407.C.3, for wall signs on building facades that do not face a street..

(b) Freestanding signs: 60 square feet unless otherwise provided in Table 27-1400.5. Table 27- 1400.1, Permitted Number of Permanent Freestanding Signs applies.

3. Summary Tables

Tables 27-1400.4 and 27-1400.5 identify the types of signs permitted in the NO and NMU districts, subject to the regulations identified in the table and this article.

Table 27-1400.4: Attached Signs NO and NMU

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf.)	Illumin.	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	27-1405.B, Awning Signs
Canopy	1 per canopy	n/a	n/a	Internal or external	27-1405.B, Canopy Signs
Projecting	1 per street frontage	Same as wall [1]	32	Internal or external	27-1405.B, Projecting Signs
Wall	1 per tenant per street frontage	Same as wall [1]	32 [2] 100	Internal or external	27-1405.B, Wall Signs
Window	n/a	Limited to architect. distinct window area	27-1405.B, Window Signs	No	27-1405.B, Window Signs

Notes:

[1] May not project above wall on which located

~~[2] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.~~

Table 27-1400.5: Freestanding Signs NO and NMU

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf.)	Setback (min., ft.)	Illumin.	Additional Standards
Access Point	1 per vehicle access	3	2	0 [1]	Internal or external	27-1405.A, Access Point Signs
Monument	1 per street frontage	8	32	5 [1]	Internal or external	27-1405.A, Monument Signs
Monument, Multitenant [2]	1 per street frontage	8	Same as monument plus 10 sf per tenant up to 6 tenants (base + 60 sf max)	5 [1]	Internal or external	27-1405.A, Monument Signs
Pedestrian-Scale Freestanding	1 per street frontage	Single pole: 8 Double pole: 5	8	2 [1]	Internal or external	27-1405.A, Pedestrian-Scale Signs
Structural Canopy	1 per street frontage	2 feet above canopy	n/a	Canopy: zone district standards	Internal or external; static EMD	27-1405.A, Structural Canopy Signs
Notes:						
[1] From all property lines; must comply with clear vision areas per 27-1802.H						
[2] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.						

3. District Specific Standards

(a) Where signs are linked to a use category, a description of the category can be found in Section 27-1000, Use Standards.

(b) Residential uses and structures within an NO or NMU district are permitted the same signage as neighborhood residential districts as provided in Table 27-1400.3.

(c) EMD signs are not permitted in NO or NMU districts.

(d) Tenant signage in multitenant structures shall be allocated to each tenant unit based on the front wall area of the individual unit. Tenants with side, rear, or alley entrances are permitted wall signage on the wall with their primary public entrance only.

D. CORRIDOR MIXED-USE

1. Applicability

The standards in this section shall apply to the following districts: CMU1 and CMU2.

2. Maximum Total Permitted Sign Area

(a) Attached signs: Attached signs: 20% of total wall area to a max of 250 square feet, or two (2) square feet of sign area per linear foot of building frontage, whichever is less. This maximum wall sign area is calculated on a per tenant basis. See subsection 27-1407.D.4 for wall signs on building facades that do not face a street..

(b) Freestanding signs:

(1) Table 27-1400.1, Permitted Number of Permanent Freestanding Signs applies.

(2) Table 27-1400.6, Maximum sign area for freestanding signs is as follows:

Table 27-1400.6: Freestanding Sign Maximum Area in CMU1 and CMU2

Zone District and Number of Businesses	Street Frontage 0-300 linear feet	Street Frontage Greater than 300 linear feet
CMU1 One Tenant	50 sf	50 sf
CMU1 Multiple Tenants [1]	+ 10 sf sign area per additional tenant up to 6 tenants (110 sf)	+ 10 sf sign area per additional tenant up to 6 tenants (110 sf)
CMU2 One Tenant	80 sf	140 sf
CMU2 Multiple Tenants [1]	+ 20 sf sign area per additional tenant up to 6 tenants (200sf)	+ 10 sf sign area per tenant up to 10 tenants (240 sf)
CMU2 Shopping Center [1]	375 sf	375 sf
Notes: [1] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.		

3. Summary Tables

Tables 27-1400.7 and 27-1400.8 identify the types of signs permitted in these districts, subject to the regulations identified in the table and this article.

Table 27-1400.7: Attached Signs in CMU1 and CMU2

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf.)	Illumin.	EMD	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	n/a	27-1405.B, Awning Sign
Canopy	1 per canopy	n/a	n/a	Internal or external	n/a	27-1405.B, Canopy Sign
Projecting	1 per tenant	Same as wall	48	Internal or external	n/a	27-1405.B, Projecting Sign
Wall	1 per tenant per street frontage	Same as wall	D.2.(a), above [1]	Internal or external	Static; Max 40% of sign area	27-1405.B, Wall Sign
Window	n/a	architect. distinct window area	27-1405.B, Window Signs	No	n/a	27-1405.B, Window Signs

Notes

[1] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.

Table 27-1400.8: Freestanding Signs in CMU1 and CMU2

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf)	Setback (min., ft.)	Illumin.	EMD	Additional Standards
Access Point	1 per vehicle access	3	6	0 [2]	Internal or external	n/a	27-1405.A, Access Point Sign
1) Monument, 2) Multitenant Monument, or 3) Shopping Center	Table 27-1400.1	8	Table 27-1400.6	5 [2]	Internal or external	Static: Max 40% of sign face	27-1405.A Monument Sign
Pedestrian-Scale Freestanding	Table 27-1400.1	Single Pole: 8; Double Pole: 5	8	2 [2]	Internal or external	Static: Max 40% of sign face	27-1405.A, Ped-Scale Freestanding
Pole	1 per parcel	25 [1]	Table 27-1400.6	5 [2]	Internal or external	Static: Max 40% of sign face	27-1405.A, Pole Sign
Structural Canopy	1 per street frontage	2 feet above canopy	n/a	Canopy: Zone district standards	Internal	Static; Max 40% of sign face	27-1405.A, Structural Canopy Sign

Notes:

[1] The maximum height of pole signs located in the CMU1 or CMU2 and EBURD, RSVMS districts within 660 feet of and oriented to the interstate or interstate frontage right-of-way is 40 feet.

[2] From all property lines; must comply with clear vision areas per 27-1802.H.

4. District Specific Standards

(a) Where signs are linked to a use category, a description of the category can be found in Section 27-1000, Use Standards.

(b) Tenant signage in multitenant structures shall be allocated to each tenant unit based on the front wall area of the individual unit. Tenants with side, rear, or alley entrances are permitted wall signage on the wall with their primary public entrance.

E. COMMERCIAL AND INDUSTRIAL

1. Applicability

The standards in this section shall apply to the following districts: C3, CX, I1, and I2

2. Maximum Total Signage

(a) Attached signs: 2 square feet per lineal foot of building frontage to a max of 250 square feet. This maximum wall sign area is calculated on a per tenant basis. See subsection 27-1407.E.4 for wall signs on building facades that do not face a street.

(b) Freestanding signs: 1 square foot per lineal foot of street frontage to a max of 250 square feet unless otherwise provided in Table 27-1400.10. Table 27-1400.1, Permitted Number of Permanent Freestanding Signs applies.

3. Summary Table

Tables 27-1400.9 and 27-1400.10 identify the types of signs permitted in these districts, subject to the regulations identified in the table and this article.

Table 27-1400.9: Attached Signs Commercial and Industrial

Sign Type	Number	Height (max., ft.)	Sign Area Max per Sign (sf)	Illumin.	EMD	Additional Standards
Awning	1 per awning	n/a	n/a	Internal or external	n/a	27-1405.B, Awning Sign
Canopy	1 per canopy	n/a	n/a	Internal or external	n/a	27-1405.B, Canopy Sign
Projecting	1 per tenant	Same as wall	48	Internal or external	n/a	27-1405.B, Projecting Sign
Roof [1]	1 per premises	4 ft above roofline	250	Internal or external	n/a	27-1405.B, Roof Sign
Wall	1 per tenant per street frontage	Same as wall	E.2(a) above [2]	Internal or external	Static; Max 40% of sign face	27-1405.B, Wall Sign
Window	n/a	Limited to architect. distinct window area	27-1405.B, Window Signs	No	n/a	27-1405.B, Window Signs

Notes:

[1] Permitted in lieu of a wall sign.

[2] ~~Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.~~

Table 27-1400.10: Freestanding Signs Commercial and Industrial

Sign Type	Number	Height (max., ft.)	Sign Area per Sign (max., sf)	Setback (min., ft.)	Illumin.	EMD	Additional Standards
Access Point	1 per vehicle access	3	6	0 [1]	Internal or external	n/a	27-1405.A, Access Point Sign
Monument	1 per street frontage; Table 27-1400.1	8	100 per side	5 [1]	Internal or external	Static; Max 40% of sign face	27-1405.A Monument Sign
Multitenant Monument [2]	1 per street frontage; Table 27-1400.1	8	100 plus 10 sf per tenant up to 6 tenants; 160 max	5 [1]	Internal or external	Static; Max 40% of sign face	27-1405.A Monument Sign
Shopping Center Monument	1 per street frontage	8	375	5 [1]	Internal or external	Static; Max 40% of sign face	27-1405.A, Monument Sign
Pole	1 per street frontage; Table 27-1400.1.	25 [3]	100 per side	5 [1]	Internal or external	Static; Max 40% of sign face	27-1405.A, Pole Sign
Structural Canopy	1 per street frontage	2 feet above canopy	n/a	5 [1]	Internal	Static; Max 40% of sign face	27-1405.A, Structural Canopy Sign

Notes:

- [1] From all property lines; must comply with clear vision areas per 27-1802.H.
- [2] Distribution of this signage across multiple tenancies is the responsibility of the property owner. Extra signage will not be permitted once the maximum signage identified here has been met.
- [3] The maximum height of pole signs within 660 feet of and oriented to the interstate or interstate frontage right-of-way is 40 feet.

SECTION 27-1408 TEMPORARY SIGNS

.....

D. GENERALLY APPLICABLE TEMPORARY SIGN STANDARDS

.....

2. Location

(a) Temporary signs are subject to the prohibited sign locations identified in Section 27-~~1401.E.~~ 1402.E

(b) No temporary sign shall cause unsafe ingress or egress or otherwise create traffic visibility problems.

SECTION 27-1409 BILLBOARD SIGNS

A. APPLICABILITY WITHIN THE INTERSTATE CORRIDOR

Billboards shall be permitted in the Interstate Corridor (660 feet either side of the right-of-way of the Interstate Highway) on properties zoned C3, CX, I1, or I2 as follows:

1. Billboards located within the Interstate Corridor shall have a maximum size of 600 square feet in size and shall be no more than 40 feet in height.
2. Billboards shall be separated by a minimum distance of 500 feet.
3. ~~Lighting shall be designed to minimize glare and interference with any adjacent residential uses or traffic.~~

B. APPLICABILITY OUTSIDE THE INTERSTATE CORRIDOR

1. Billboards not located in the interstate corridor are allowed as indicated below.

Table 27-1400.22: Billboard Height, Maximum

Zone District	Max. Height (ft)	Max. Size (sq. ft.)	Min. Separation (ft)
Commercial 3 (C3)	30	288	750
Heavy Commercial (CX)	30	300	700
Industrial 1 and 2 (I1, I2)	40	378	500

2. ~~In all districts, lighting shall be designed to minimize glare and interference with any adjacent residential uses or traffic.~~

C. Lighting and display.

1. Static lighting shall comply with subsection 27-1406.A or the EMD provisions in this section.
2. Electronic message display (EMD) lighting shall comply with subsection 27-1405.C and the following:
 - (a) A billboard EMD may be allowed on any off-premises/billboard sign face provided it conforms to all of the standards and requirements of the county sign code including the limitation on replacement of nonconforming off-premises billboard sign faces in subsection 27-1403 and the maintenance and repair requirements of section 27-1410.
 - (b) A billboard EMD does not need to be incorporated in a freestanding or wall sign pursuant to subsection 27-1405.C, the EMD may be used as the only sign area on the billboard sign face.

Exhibit A
Resolution 25-_____

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1500 – Nonconformities** - to correct errors, provide clarification and continuity of the regulations.

Section 27-1500 Nonconformities is amended as follows:

SECTION 27-1501 PURPOSE

A. PURPOSE

1. Changes to the zoning code can impact the status of legal, existing uses, lots, structures, and site features. It is the general policy of the County to allow uses, structures, buildings, and lots that came into existence legally to continue to exist and be put to productive use. As these uses and structures change, they should be brought into compliance with applicable regulations as expediently as is reasonably possible.

2. This article continues the County's established regulations regarding nonconformities and also establishes an intermediate legal status category for applicability following partial compliance with this Zoning Code.

B. INTENT

These regulations are intended to:

1. Recognize the interests of property owners in continuing to use their property;

2. Promote the reuse and rehabilitation of existing buildings; and

3. Place reasonable limits on the expansion of nonconformities that have the potential to adversely affect surrounding properties, neighborhoods, or the County as a whole.

C. ILLEGAL STATUS AND CODE VIOLATIONS

Nothing in this article shall be interpreted as authorization for or approval of a continuance of the use of a structure or premises in violation of the zoning regulations in effect at the time of the effective date of this Zoning Code.

SECTION 27-1502 APPLICABILITY

A. GENERAL APPLICABILITY

1. The provisions of this article shall apply to buildings, structures, lands, uses, and site features that become nonconforming as a result of adoption, revision, or amendment to this Zoning Code.

2. The effective date for these regulations is December 15, 2020, for any property that was within the limits of the Yellowstone County zoning jurisdiction on or before that date.

3. Any permit application or development approval that had been accepted by the County as a complete application as of December 15, 2020, shall be subject to the provisions of Section 27-107, Transitional Regulations.

B. PRE-EXISTING NONCONFORMITY

1. Any legal nonconformity existing as of the effective date of this Zoning Code will also

be a legal nonconformity under this Zoning Code, as long as the situation that resulted in the nonconforming status under the previous zoning code continues to exist.

2. If a nonconformity under the previous zoning code becomes conforming because of the adoption of this Zoning Code, then the situation will no longer be a nonconformity.

C. REPAIRS AND MAINTENANCE

Any building or other structure containing a nonconforming use, or any nonconforming structure or portion thereof, declared unsafe by the County Commissioners may be strengthened or restored to a safe condition.

D. NONCONFORMING SIGNS

Nonconforming signs are addressed in Article 27-1400, Signs.

SECTION 27-1503 NONCONFORMING STRUCTURES

A. CONTINUATION OF NONCONFORMING STATUS

1. A nonconforming structure may continue to be used in conformance with the zone district where it is located so long as the structure remains lawfully occupied.

2. The structure may not be enlarged or altered in a way which increases its nonconformity unless an enlargement or structural alteration is required by law or by subsection 27-1502.C. above.

a. Structural alterations may be permitted when necessary to adapt a nonconforming building to new technologies or equipment pertaining to uses housed in such building.

b. Any enlargement greater than 10% of the GFA that is necessary to adapt to new technologies shall be authorized only by a variance, as described in Sections 27-1626.

c. All structural changes shall be made in compliance with article 27-1100, Proportionate Compliance.

B. ABANDONMENT AND TERMINATION

1. When a nonconforming structure is abandoned for 12 months or more, the nonconforming status shall be considered terminated and the structure shall be brought into compliance with the current Zoning Code prior to any use.

2. Should the structure be destroyed by any means to an extent of more than 50 percent of its replacement cost at time of destruction, it shall not be reconstructed except in conformity with the provisions of this Zoning Code.

3. If the structure is brought into conformance or compliance with the zone district in which it is located, the structural nonconformity may not be resumed.

4. Should the structure be moved for any reason for any distance whatever, it shall thereafter conform to the regulations of the zone district in which it is located after it is moved.

SECTION 27-1504 NONCONFORMING USES

A. CONTINUATION OF USE

1. Nonconforming uses may be continued so long as the use remains otherwise lawful.
2. Any nonconforming use may be extended throughout any parts of a building designed for such use that existed as of December 15, 2020, but no such use shall be extended to occupy any land outside such building.

B. CONTINUATION OF STRUCTURE SPECIFIC TO USE

No existing structure specific to a nonconforming use shall be enlarged, extended, constructed, reconstructed, moved, or structurally altered except in conjunction with changing to a conforming use.

C. DISCONTINUANCE

1. Compliance with Code

(a) When a nonconforming use is replaced with a conforming use, the nonconforming use is considered terminated and may not be resumed.

(b) Any structure specific to the use, or structures and land in combination specific to the use, in or on which a nonconforming use is replaced by a permitted use shall be brought into compliance with the zone district in which the structure(s) is located and the nonconforming use may not be resumed.

2. Abandonment

~~(b)~~ (a) When a nonconforming use is abandoned for six months or more it shall be considered terminated.

~~(e)~~ (b) When a nonconforming use of a structure specific to a use, or structures and land in combination specific to a use, is abandoned for one year or more, the structure, or structures and premises in combination, shall be brought into conformance with the applicable zone district regulations and the nonconforming use may not be resumed.

3. Demolition, Destruction, or Obsolescence

(a) Where nonconforming use status applies to: (1) a structure specific to a use (such as a gas station), or (2) a structure and land in combination specific to a use, (such as an automobile dealership) removal or destruction of the structure shall eliminate the nonconforming status of the land and reconstruction shall be done in compliance with this zoning code.

1. Destruction for the purpose of this subsection is defined as damage to an extent of more than 50 percent of the replacement cost at time of destruction.

2. The operation of a noncompliant residential use located in an RR1, RR3, N4, RRMH, RMH, NMU, CMU1, CMU2, CX, I1, Public or any residential zone in a PND district shall not be terminated regardless of the amount of damage or destruction suffered by the structure in which the use is

operated.

3. The operation of a nonconforming non-residential structure specific to a use or structure and land in combination specific to a use shall be terminated unless the property owner seeks Special Review approval (See Section 27-1622) to reestablish the destroyed structure or structure and land use within six months of the date of the event(s) that caused the destruction. In addition to the decision criteria in Section 27-1622.D, the zoning commission and Board of County Commissioners shall also consider:

(i) Whether changes, over time, to the surrounding area or neighborhood make reestablishment of the structure and use or structure, land and use detrimental to nearby residents or property values;

(ii) Whether the use and specific structure or use, specific structure and land became nonconforming because of the actions of the property owner; or

(iii) Whether the use and structure or use, structure and land were subject to distance requirements (“separated use”) from other uses (“protected uses”) and became non-conforming only when a protected use in a structure specific to that use (such as a religious assembly in its own building) or structure and land specific to that use (such as a primary school) were established within the distance restricted area after the documented establishment of the separated use.

(b) Obsolete or Substandard Non-Residential Structure: The right to operate and maintain any nonconforming use shall terminate and shall cease to exist whenever the non-residential structure in which the use is operated and maintained becomes obsolete or substandard under any applicable state or County code and the cost of placing such structure in lawful compliance with the applicable resolution exceeds 50 percent of the replacement cost of such structure on the date that the building official determines such structure is obsolete or substandard; provided, however, that in determining the replacement cost of any structure, there shall not be included therein the cost of land or any factors other than the structure itself.

SECTION 27-1505 NONCONFORMING SITE CHARACTERISTICS

A. GENERAL The following provisions apply to nonconforming site characteristics as identified in Section 27-4804: 1803:

1. The nonconforming site characteristic shall not be enlarged or increased, nor extended to occupy a greater area of land than was occupied at the effective date of adoption.

2. The nonconforming site characteristic shall not be moved in whole or in part to any other portion of the lot or parcel occupied by the use at the effective date of adoption.

3. The existence of nonconforming site characteristics do not render an otherwise

conforming structure or use on the site nonconforming. When changes are made to a conforming structure or use on a site with nonconforming site characteristics, the site characteristics may need to be brought into compliance as required in article 27-1100.

B. MANUFACTURED HOME

Within a period of one year or less of its removal from a lot of record, a manufactured home used for residential purposes which is a legal nonconforming use of land may be replaced by another manufactured home for residential purposes, so long as the new home is not more than 50% larger in GFA than the manufactured home that it replaced and can be placed on the lot in compliance with the applicable zone district standards.

SECTION 27-1506 COMPLIANT SINGLE UNIT RESIDENTIAL LOTS

A. A single unit dwelling and customary accessory buildings may be erected on any vacant single lot of record as of the effective date of this Zoning Resolution in an RR1, RR3, N4, RRMH, N1-3, NX1-3, RMH, or any residential zone in a PND district as follows:

1. The lot must be in separate ownership and not of contiguous frontage with other lots in the same ownership.
2. This provision shall apply even though such lot fails to meet the applicable requirements for lot width or area, as applicable, provided the setback dimensions, lot coverage, and other requirements not involving lot width or area of the lot shall conform to the regulations of the district in which such lot is located.
3. Either Section 1614, Administrative Relief, or Section 27-1626, Variance may be used to make requests for adjustments to area and yard requirements

B. If two or more vacant lots or combinations of lots and portions of lots with contiguous frontage in single ownership or record exist at the time of adoption, and if all or part of the lots do not meet the requirements for lot area as established by this resolution, the land involved shall be considered to be an undivided parcel for the purpose of this resolution, and no portion of the parcel shall be used or sold which does not meet lot area requirements established by this resolution, nor shall any division of the parcel be made which leaves remaining any lot, with area below the requirements stated in this Zoning Code unless the lot is created for utility or dedication purposes and is at least 50% smaller than the minimum lot size permitted in the zone district..

Exhibit A
Resolution 25-

The Zoning Regulations for the Yellowstone County Jurisdictional Area are amended by revising **Section 27-1700 – Violations, Enforcement and Remedies** - to correct errors, provide clarification and continuity of the regulations.

Section 27-1700 Violations, Enforcement, and Remedies is amended as follows:

SECTION 27-1701 ZONING OFFICIAL

It is the duty of the zoning coordinator to be the enforcement officer for all provisions of the Zoning Code unless otherwise expressly stated. The zoning coordinator may delegate tasks to members of the planning and community services department or request the Board of County Commissioners appoint an enforcement officer as appropriate.

SECTION 27-1702 DEFINITION OF VIOLATIONS

It shall be a violation of this Zoning Code to undertake any of the following activities. Each day that a violation is permitted to exist shall constitute a separate offense.

A. ACTIVITIES INCONSISTENT WITH CODE

Erect, construct, reconstruct, remodel, alter, maintain, expand, move, or use any building, structure, land/lot, or sign, or to engage in development of any land in contravention of any zoning or other regulation of this Zoning Code, including all required approvals.

B. NONCONFORMITIES INCONSISTENT WITH ZONING CODE

Create, expand, replace, or change a nonconforming use, structure, lot, or sign except in compliance with this Zoning Code.

C. MAKING LOTS OR SETBACKS NONCONFORMING

Reduce or diminish the required lot area, setbacks, or open space below the minimum required by this Zoning Code.

D. CHANGE OF USE

Change the use of any land, or any portion of a building, structure, or premises, except in accordance with the procedural and substantive standards of this Zoning Code.

E. ACTIVITIES INCONSISTENT WITH APPROVAL OR PERMIT

Engage in any development, use, construction, remodeling, or other activity of any nature in any way inconsistent with the terms and conditions of any permit, approval, or other form of authorization required to engage in such activity.

F. ACTIVITIES INCONSISTENT WITH CONDITIONS OF APPROVAL

Failure to comply with any terms, conditions, or limitations placed by the decision-making body upon any permit or approval.

G. FAILURE TO REMOVE SIGNS

Failure to remove, when notified to do so by the zoning coordinator, any sign installed, created, erected or maintained in violation of this Zoning Code.

H. OBTAINING PERMITS OR APPROVALS THROUGH MISREPRESENTATION

Obtaining any permit or approval listed in Article 27-1600, Administrative Procedures, or this section through misrepresentation, the use of misleading documents or testimony, or the withholding of information known to the applicant.

SECTION 27-1703 RESPONSIBILITY FOR VIOLATIONS

The following persons may be jointly and severally responsible for violations of this Zoning Code and subject to enforcement:

- A. Any owner of property on which a violation of this Zoning Code occurs;
- B. Any architect, engineer, builder, contractor, agent, or any other person who knowingly participates in, assists, directs, creates, or maintains a situation that constitutes a violation of this zoning ordinance; and
- C. Any tenant or occupant who has control over, or responsibility for, use or development of the subject property.

SECTION 27-1704 PENALTIES FOR VIOLATION

The effective enforcement of adopted standards is necessary to accomplish their intended purpose. The County has a variety of options for the enforcement of this Zoning Code. The zoning coordinator may select the option which in their opinion is most suitable to the circumstance and violation. More than one enforcement option may be used to attain compliance with the standards of this Zoning Code when deemed appropriate. The remedies and enforcement powers established in this Zoning Code are cumulative, and the County may exercise them in any order. As provided in MCA 76-2-210(2) the County will allow at least 30 days for voluntary compliance prior to filing a formal complaint with a court of jurisdiction.

A. DENY/WITHHOLD PERMITS

Planning and Community Services and other Yellowstone County agencies and departments may deny and withhold all permits, certificates, or other forms of authorization to use or develop any land, structure, or improvements until the violation related to such property, use, or development is corrected. This provision shall apply whether or not the current owner or applicant for the permit is responsible for the violation.

B. PERMITS APPROVED WITH CONDITIONS

Instead of withholding or denying a permit or other authorization, the County may grant such authorization subject to the condition that the violation be corrected. The zoning coordinator will ensure that all conditions are being met by verifying progress schedule or by conducting the final inspection.

C. REVOKE APPROVALS OR PERMITS

1. The County may revoke any development approval, permit, or other authorization when it is determined that either:
 - (a) There is a material and substantive departure from the approved plans, specifications, or conditions of approval;
 - (b) There is a violation of any provision of this Code;

- (c) The development approval or permit was obtained by false representation; or
- (d) The development approval or permit was issued in error.

2. If the recipient responds to the letter with a written request for additional time supported by a plan of action letter that includes a site plan, progress schedule (if applicable) indicating how they are going to resolve all identified violations, and a proposed compliance date that is approved by the zoning coordinator, they may be granted additional time extensions as reasonably required to complete the remedy but such additional time extensions shall not exceed six months per extension.

3. Written notice of revocation shall be delivered by certified mail upon the property owner of record, the owner's agent, the applicant, or other person to whom the permit was issued or such notice may be posted in a prominent location at the place of the violation. No work or construction shall proceed after service of the revocation notice.

D. STOP WORK ORDER

1. With or without revoking permits, the zoning coordinator may issue an order to stop work on any property on which there is an uncorrected violation of either a provision of this Zoning Code or a provision of a permit or other form of authorization issued pursuant to this Zoning Code. The stop work order shall specify the Zoning Code provisions being violated.
2. After any such order has been served, no work shall proceed on any building, other structure, or tract of land covered by such order, except to correct such violation or comply with the order.
3. The stop work order may be issued at the same time as a notice of the initial violation or subsequent to such notice.

E. STOP USE

Whenever a structure or part thereof is being used in violation of this Zoning Code, the zoning coordinator may order the use to be immediately stopped.

F. FORFEITURE AND CONFISCATION OF SIGNS

1. Any sign installed or placed on public property, except in compliance with the regulations of Article 27-1400, Signs, will be subject to forfeiture to the public and confiscation. In addition to other remedies and penalties of this section, the County has the right to dispose of signs illegally placed on public property and to recover from the sign owner, or person who placed the sign, the full costs of sign removal and disposal.
2. Violation of Article 27-1400 is a strict liability offense.

G. PENALTIES

1. Violation of the provisions of this Zoning Code or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with the grant of variances or special review uses or any of the required conditions imposed by the review authority is may be cited as a misdemeanor.

2. Misdemeanors shall be punishable by a fine not exceeding the state statutory limit or imprisonment in the county jail not exceeding six months, or both, and in addition shall pay all costs and expenses involved.

3. Each day such violation continues shall be considered to be a separate offense.

H. CIVIL ACTION

In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted, or maintained, or any building, structure, or land is used in violation of this Zoning Code, or of any ordinance made under authority conferred hereby, the proper authorities of the County may institute any appropriate action or proceedings, in addition to other remedies, to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance, or use to restrain, correct, or abate such violation to prevent the occupancy of such building, structure, or land to prevent any illegal act, conduct, business, or use in or about such premises.

I. OTHER

The County may take any other action permitted by Montana law.

B.O.C.C. Regular

1. a.

Meeting Date: 04/01/2025

Title: Proclamation - Child Abuse Prevention Month

Submitted By: Erika Guy

TOPIC:

Proclamation - Child Abuse Prevention Month

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Read and Sign

Attachments

Proclamation - Child Abuse Prevention Month

PROCLAMATION

Resolution 25-24

WHEREAS, Yellowstone County is committed to both protecting our children and ensuring that each is provided a safe and healthy environment whereby they may develop healthfully and become adults able to obtain their full potential; and,

WHEREAS, child abuse and neglect not only contribute to adverse childhood experiences, but such may also have profound impacts on adulthood which may last a lifetime; and,

WHEREAS, child abuse and neglect may be 100% preventable, its cost is considerably less than that of treatment for those affected; and,

WHEREAS, research shows that provisions of early education and preventative services for parents of young children and families are effective, they also aid in stopping the generational cycles of abuse; and,

WHEREAS, educating adults how to use positive coping skills, seek options, and be flexible enables them to be stronger, more resilient individuals throughout their lives and create more stable environments and brighter futures for children; and,

WHEREAS, child abuse and neglect prevention is a community responsibility, and on behalf of Yellowstone County's children, we join with Family Tree Nurturing Center, leading the efforts to prevent child abuse and neglect through partner organizations; and,

WHEREAS, the blue and silver pinwheels displayed during April and throughout the year symbolize the health and happiness all children deserve; and,

NOW, THEREFORE, we, the Board of County Commissioners, do hereby proclaim April 2025 as child abuse prevention month

PASSED AND ADOPTED by the Board of County Commissioners, Yellowstone County, Montana this 1st day of April, 2025.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

1. b.

Meeting Date: 04/01/2025

Title: Downtown Billings BID Renewal

Submitted By: Erika Guy

TOPIC:

Downtown Billings BID Renewal

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Petition

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

In accordance with Title 7, Chapter 12, Part 11. Business Improvement Districts, of the Montana Code Annotated 2023, the undersigned hereby petition the *Governing Body* of the City of Billings to extend the duration of Business Improvement District #0001 for a 10 year period in compliance with the provisions of this part for the renewal of a district. The Business Improvement District shall include all known tax codes within the boundaries defined in Exhibit A.

Signature of Property Owner or Representative	Printed Name	Date
Yellowstone County	Lot Sq. Ft. Total	Total Assessment
PO BOX 35003	279568.08	\$ 10,108.21
Tax Code	Lot Sq. Ft.	
Owner Name		
Property Address		
A00264	28009.08	\$ 5,782.96
YELLOWSTONE COUNTY		
2825 3RD AVE N		
A00379	5488.56	\$ 302.84
YELLOWSTONE COUNTY		
216 N 26TH ST		
A00382	41991.84	\$ -
YELLOWSTONE COUNTY		
217 N 27TH ST		
A00389	7013.16	\$ 537.10
YELLOWSTONE COUNTY		
2550 3RD AVE N		
A00395	0	\$ 131.56
YELLOWSTONE COUNTY		
208 N 24TH ST		
A00396	41991.84	\$ 129.65
YELLOWSTONE COUNTY		
N 24TH ST		
A00401	17990.28	\$ 368.06
YELLOWSTONE COUNTY		
201 N 25TH ST		
A00402	17990.28	\$ 129.58
YELLOWSTONE COUNTY		
2ND AVE N		
A00414	7013.16	\$ 614.23
YELLOWSTONE COUNTY		

Petition to Renew Downtown Billings Business Improvement District (BID 0001)

In accordance with Title 7, Chapter 12, Part 11. Business Improvement Districts, of the Montana Code Annotated 2023, the undersigned hereby petition the *Governing Body* of the City of Billings to extend the duration of Business Improvement District #0001 for a 10 year period in compliance with the provisions of this part for the renewal of a district. The Business Improvement District shall include all known tax codes within the boundaries defined in Exhibit A.

Signature of Property Owner or Representative	Printed Name	Date
Yellowstone County	Lot Sq. Ft. Total	Total Assessment
PO BOX 35003	279568.08	\$ 10,108.21
Tax Code	Lot Sq. Ft.	
Owner Name		
Property Address		
2323 2ND AVE N		
A01212	7013.16	\$ 613.68
YELLOWSTONE COUNTY		
410 S 26TH ST		
A01218	7013.16	\$ 83.13
YELLOWSTONE COUNTY		
S 27TH ST		
A01220	28009.08	\$ 97.48
YELLOWSTONE COUNTY		
407 S 27TH ST		
A01221	41991.84	\$ 92.53
YELLOWSTONE COUNTY		
409 S 27TH ST		
A01222	7013.16	\$ 133.58
YELLOWSTONE COUNTY		
413 S 27TH ST		
A01223	7013.16	\$ 92.02
YELLOWSTONE COUNTY		
419 S 27TH ST		
A01224	7013.16	\$ 92.53
YELLOWSTONE COUNTY		
421 S 27TH ST		
I00282	7013.16	\$ 907.28
YELLOWSTONE COUNTY		
2822 MONTANA AVE		

B.O.C.C. Regular

1. c.

Meeting Date: 04/01/2025

Title: Resolution Rescinding Res. 25-12

Submitted By: Steve Williams

TOPIC:

Resolution 25-50 Rescinding Resolution 25-12 which Allowed Discretion for Admittance of Federal Inmates to Detention Facility

BACKGROUND:

On January 28, 2025, the BOCC passed Resolution 25-12 which provided the sheriff discretion for the admittance of federal inmates to the Yellowstone County Detention Facility due to the burden the financial loss related to the federal reimbursement rate was putting on Yellowstone County taxpayers. This resolution had an effective date of April 1, 2025. Based on the progress that has been made with negotiations with the BOCC, the Board has asked to put a resolution to rescind Res. 25-12 on the agenda.

RECOMMENDED ACTION:

Vote to approve or deny the resolution.

Attachments

Attachment 25-12

Resolution Rescinding 25-12

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25-12

Resolution to Allow Discretion for Admittance of Federal Inmates to Detention Facility

WHEREAS, the Yellowstone County Board of County Commissioners has the authority to control who can be admitted to the Yellowstone County Detention Facility and desires that the Yellowstone County Sheriff's Office be allowed to reject any attempt to admit a person to the Facility from an outside agency when that agency refuses to reimburse Yellowstone County for the costs of housing that person.

WHEREAS, 7-32-2242 of the Montana Code Annotated, permits local governments, state, and federal law enforcement agencies and correctional agencies to utilize the Yellowstone County Detention Center (YCDF) for confinement of arrested persons and offenders only by the consent of the Yellowstone County Board of County Commissioners as the governing body.

WHEREAS, the Yellowstone County Board of County Commissioners have delegated the operation of the detention center to the Yellowstone County Sheriff.

WHEREAS, the confinement of arrested individuals and offenders by outside agencies is subject to the consent of the Yellowstone County Board of County Commissioners and subject to conditions imposed by the same.

WHEREAS, the cost of safely and humanely housing inmates, while providing appropriate levels of care while in custody will rise annually.

WHEREAS, as of fiscal year 2024, the daily cost of holding an adult inmate is \$117.00 and that amount is borne by the taxpayers of Yellowstone County.

WHEREAS, pursuant to the intergovernmental agreement, last modified in November of 2016, the United States Department of Justice, Marshals Service will only agree to compensate the County at a rate of \$85.00 per day per inmate.

WHEREAS, housing inmates on behalf of the United States Department of Corrections, while not reimbursing actual costs as calculated by the County, requires the subsidizing of Federal agency obligations by the County taxpayers.

NOW THEREFORE, BE IT RESOLVED,

That the Yellowstone County Board of County Commissioners revokes consent for outside agencies to detain and hold any arrestee, offender, or inmate in the Yellowstone County Detention Center without prior consent of the Sheriff and Jail Commander when the outside agency does not agree to reimburse Yellowstone County for prevailing actual costs.

That the Sheriff or Jail Commander of the Yellowstone County Detention Center are directed to minimize the holding of arrestees or offenders for outside agencies at a financial deficit and are authorized to decline to hold arrestees for agencies which do not agree to reimburse for actual cost.


That the daily cost of holding an adult inmate shall be calculated every January based on the previous fiscal year actual costs.

That, at their sole discretion, the Sheriff and Jail Commander are authorized to transport to the custody of the placing outside agency any arrestee, offender, or inmate, not held pursuant to a contracted rate, and for whom actual costs, as calculated by the County, are not agreed to be reimbursed to the County, within 72 hours of admission or as soon as practically possible given the resources of the Sheriff's Office.

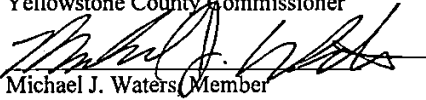
This Resolution shall be in full force and effect on April 1, 2025.

Passed and Adopted on the 28th day of January 2025.


BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA




Mark Morse, Chairman
Yellowstone County Commissioner



Michael J. Waters, Member
Yellowstone County Commissioner



John Ostlund, Member
Yellowstone County Commissioner

Attest:


Jeff Martin
Yellowstone County Clerk and Recorder

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25 - 50

A RESOLUTION OF YELLOWSTONE COUNTY RESCINDING RESOLUTION No. 25-12

WHEREAS Yellowstone County Board of County Commissioners (BOCC) has the authority to determine who can be admitted to the Yellowstone County Detention Facility, including the housing of federal inmates.

WHEREAS the daily cost of safely and humanely housing an adult inmate at the Yellowstone County Detention Center, as of fiscal year 2024, was \$117.00. The United States Department of Justice, Marshals Service (USMS) has been compensating the County at a rate of \$85.00 per day per inmate.

WHEREAS On January 28, 2025, the BOCC passed Resolution 25-12 which provided the sheriff discretion for the admittance of federal inmates to the Yellowstone County Detention Facility due to the burden this financial loss was putting on Yellowstone County taxpayers. This resolution had an effective date of April 1, 2025.

WHEREAS since the passing of Resolution 25-12, substantial progress has been made in the negotiations of the daily cost rate between Yellowstone County and the USMS.

NOW, THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Yellowstone County, that Resolution 25-12 is revoked and rescinded.

Passed and Adopted on the 1st day of April 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachment:

Resolution 25-12

B.O.C.C. Regular

1. d.

Meeting Date: 04/01/2025

Title: US Marshal Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Agreement with the US Marshals Service for Inmate Per Diem Rate

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or Deny.

Attachments

US Marshal Agreement

**U.S. Department of Justice
United States Marshals Service
Prisoner Operations Division**

**Office of Detention Services
Intergovernmental Agreement**

1. Agreement Number 46-01-0036	2. Effective Date	3. Facility Code(s) 8DT	4. UEI Number FNVKTJD3B7C1
5. Issuing Federal Agency United States Marshals Service Prisoner Operations Division Office of Detention Services CG-3, 3 rd Floor Washington, DC 20530-0001		6. Local Government YELLOWSTONE COUNTY DETENTION FACILITY 3165 KING AVE E BILLINGS, MT 59101 Tax ID#:81-6001449	
7. Appropriation Data 15-1020/XD	8. Local Contact Person: E-mail: Telephone:	Mike Linder, Sheriff mlinder@yellowstonecountymt.gov (406) 256-2929	
9. Services		10. Estimated Number of Federal Beds	11. Per Diem Rate
This agreement is for the housing, safekeeping, subsistence, and care of Federal prisoners, in accordance with content set forth herein.		Male: 20 Female: 10 Juvenile:0 Total: 30	\$115.00
12. Period of Performance		Perpetual	
13. Guard/Transportation Hourly Rate		14. Optional Guard/Transportation Services	
Guard/Transportation Hourly Rate: \$ N/A Mileage shall be reimbursed by the Federal Government at the current General Services Administration (GSA) Federal Travel Regulation Mileage Rate.		<input type="checkbox"/> Medical <input type="checkbox"/> U.S. Courthouse <input type="checkbox"/> JPATS <input type="checkbox"/> Encompassed _____ <input type="checkbox"/> Video Teleconferencing (VTC) Hearings <input type="checkbox"/> Other _____	
15. Department of Labor Wage Determination			
<input type="checkbox"/> Wages Incorporated # _____ <input checked="" type="checkbox"/> Collective Bargaining Agreement # <u>CBA-2025-131</u>			
16. Local Government Certification <i>To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.</i>		17. Signature of Person Authorized to Sign (Local) _____ Signature _____ Print Name _____ Title _____ Date	
18. Federal Prisoner Type Authorized	19. Other Authorized Agency User	20. Signature of Person Authorized to Sign (Federal)	
<input checked="" type="checkbox"/> Adult Male <input checked="" type="checkbox"/> Adult Female <input type="checkbox"/> Juvenile Male <input type="checkbox"/> Juvenile Female	<input checked="" type="checkbox"/> BOP <input checked="" type="checkbox"/> ICE <input type="checkbox"/> Other _____	_____ Signature Tiffani Eason Print Name A Chief, Intergovernmental Agreements Title _____ Date	

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1. Authority

Pursuant to the authority, 106th Congress Public Law 553, Section 119 of the "Department of Justice Appropriations Act, 2001", this Intergovernmental Agreement (hereinafter referred to as "agreement") is entered into between the United States Marshals Service (USMS) (hereinafter referred to as the "Federal Government") and **Yellowstone County Detention Facility** (hereinafter referred to as "Local Government"), who hereby agree as described in this document.

2. Purpose

The Federal Government and the Local Government establish this agreement allowing the USMS or other authorized agency user as noted in block #19, page one (1) of this agreement to house individuals detained on federal charges or federal court orders (hereinafter referred to as "Federal prisoners") with the Local Government at the **Yellowstone County Detention Facility; 3165 King Ave E, Billings, MT 59101** (hereinafter referred to as "the Facility") designated in block #6 on page one (1) of this agreement.

3. Administration (October 2021)

The Local Government shall provide for the secure custody, safekeeping, housing, subsistence, and care of Federal prisoners in accordance with all state, local, and federal laws, standards, regulations, policies, and court orders applicable to the operation of the Facility. Federal prisoners shall be housed in a manner consistent with the Federal Performance Based Detention Standards (FPBDS) subset utilized by the USMS Detention Facility Review Program. These standards are set forth in Form USM-218 (provided as an attachment to this agreement). Facilities shall follow the current standards summarized in Form USM-218 and any other standards required by an authorized agency whose prisoners are housed by the Local Government pursuant to this agreement. Full text of the FPBDS can be found at: <http://www.ASD.usmarshals.gov/prisoner/detention-standards.htm> as an additional reference source for best practices.

Yellowstone County Detention Facility shall comply with Congressional mandates, federal laws, Executive Orders and all existing **Yellowstone County Detention Facility** policies. **Yellowstone County Detention Facility** shall provide a means for verification of any state inspections, accreditation, and, if applicable, any alternative correctional facility accreditations such as an accreditation from the American Correctional Association accreditation.

The USMS ensures the secure custody, care, and safekeeping of USMS prisoners. Accordingly, all housing or work assignments, and recreation or other activities for USMS prisoners are permitted only within secure areas of the building or within the secure external recreational/exercise areas. All work assignments for unsentenced Federal prisoners must be voluntary.

The Local Government shall conduct initial and periodic background and reference checks of applicants, employees, contractors, and volunteers. All allegations of staff misconduct shall be investigated and reported to law enforcement as appropriate. Staff misconduct involving or affecting USMS prisoners shall be reported to the local district United States Marshal (USM), Chief,

or their designee and to the USMS Prisoner Operations Division (POD) at PODCoCInquiries@usdoj.gov.

At all times, the Federal Government shall have access to the Facility and to the Federal prisoners, and to all records pertaining to this agreement, including financial records, for a retention period of three (3) years from the date of request by the Federal Government.

The Local Government shall maintain written policies and procedures that describe all facets of facility operations, maintenance, and administration. The Local Government shall maintain written contingency and emergency plans for situations including but not limited to riots, hunger strikes, disturbances, escapes, hostage situations, and mass prisoner relocation.

The Local Government shall maintain records of annual fire safety inspections. The Local Government shall maintain dangerous materials in accordance with government regulations.

The Local Government shall maintain an objective review, classification, and housing process. Federal prisoners shall be clearly identified as USMS prisoners in the classification system.

The Local Government shall ensure Federal prisoners under the age of 18 receive an age-appropriate diet, exercise, and education.

The Local Government shall ensure Federal prisoners under the age of 18 or charged as a juvenile shall be separated by sight and sound and out of regular contact with adult prisoners, except in emergency situations or approval from the court.

The Local Government shall keep the Facility clean and in good repair. Food service equipment shall meet established health and safety codes. The Local Government shall provide a minimum of three (3) meals per day that are varied and nutritionally adequate.

The Local Government shall provide safe and clean space and items for proper prisoner hygiene.

The Local Government will provide clean and serviceable bedding and clothing. Clothing and shoes shall be properly sized and temperature and weather appropriate. The Local government shall provide appropriate attire upon release.

The Local Government shall properly inventory, store, and return prisoner property upon release. The Local Government shall provide adequate accommodations for prisoners with disabilities once accepted by the Local Government.

The Local Government shall prohibit discrimination on the basis of disability, race, sex, sexual orientation, religion, and national origin in the provision of services, programs, and activities.

The Local Government shall provide prisoners with reasonable opportunities to participate in religious practices, exercise, and access to mail, telephones, personal legal materials and legal reference materials or confidential counsel.

The Local Government shall maintain a grievance program with at least one level of appeal. The grievance procedures shall be made available to prisoners.

(End of Provision)

4. Place of Performance (May 2021)

The principal place of performance for this agreement shall be:

Yellowstone County Detention Facility; 3165 King Ave E, Billings, MT 59101

(End of Provision)

5. Agreements Specialist (November 2021)

The Contracting Officer (KO) may designate in writing one or more government employees, by name and position title, to act for the KO under this agreement. Each designee shall be identified as an Agreements Specialist. Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee(s) shall not change the terms or conditions of the agreement, unless the Agreements Specialist is a warranted KO, and this authority is delegated in the designation.

The Agreements Specialist is:

Name: Tiffani Eason
Title: A-Chief, Intergovernmental Agreements
Contact Information: (703) 740-8442

(End of Provision)

6. Termination (May 2021)

The agreement can be terminated by either party for any reason. The requesting party, requester, seeking to terminate this agreement may do so by providing a written notice to the receiving party, requestee, at least thirty (30) calendar days in advance of the proposed termination date. An exception is made when an emergency situation requires the immediate relocation of Federal prisoners.

In order for the Local Government to initiate a termination of this agreement, the Local Government must:

- a. As noted in this section, paragraph one above, the Local Government shall provide the Federal Government via the KO or designee a written notification by email at least thirty (30) calendar days in advance of the potential termination date unless an emergency situation requires the immediate relocation of Federal prisoners.
- b. The Local Government shall provide adequate time, if applicable, for the Federal Government to transport and relocate Federal prisoners. Based on the number of Federal prisoners at the facility, a thirty (30) day notice may not be adequate to vacate the premises; thus, the Local Government shall agree to provide the Federal Government a reasonable time frame to exit the facility.
- c. The Local Government shall work with the Federal Government to locate alternative housing solutions for the Federal prisoners.

- d. The Local Government may not request rate or per-diem increases once the Local Government has provided a termination notice to the Federal Government and the Federal Government has acknowledged the receipt of before mentioned notice.

Where the Local Government has received a cooperative agreement through the POD's Cooperative Agreement Program, the cooperative agreement **15-46-96** termination and other applicable provisions shall:

- a. be incorporated into this agreement;
- b. survive after the expiration of the cooperative agreement, **15-46-96**; and
- c. supersede the termination provisions of this agreement.

(End of Provision)

7. Assignment and Outsourcing of Jail Operations (May 2021)

The overall management and operation of the Facility housing Federal prisoners shall not be contracted out without the prior written notification of the Federal Government.

(End of Provision)

8. Medical Services (May 2021)

The Local Government shall maintain written procedures that describe actions taken in the event of a prisoner's death, assault, or medical emergency to include notification to the USMS.

The Local Government shall provide a medical and mental health screening upon admission to the Facility. The Local Government shall inform prisoners how to access health services.

The Local Government shall notify the local USMS district office of any infectious disease outbreak.

The Local Government shall provide Federal prisoners with the same level and range of care **inside** the Facility as that provided to state and local prisoners. The Local Government is financially responsible for all medical care provided **inside** the Facility to Federal prisoners. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and any prescription medications routinely stocked by the Facility. The Facility is encouraged to purchase non-OTC medications for USMS prisoners through the USMS' National Managed Care Contract (NMCC) Discount Pharmacy Program. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per-diem rate. The Federal Government will pay for the cost of specialized medical services not routinely provided within the Facility, such as dialysis.

The Federal Government is financially responsible for all medical care provided **outside** the Facility to Federal prisoners. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government shall utilize outside medical care providers that are covered by the USMS' NMCC Preferred Provider Network to the maximum extent practicable. The Local Government can obtain

information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider **not** the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal prisoners must be on Centers for Medicare and Medicaid Services (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. The USMS will not reimburse the detention facility for medical payments made on behalf of USMS prisoners in the absence of a specific arrangement approved in writing by the USMS.

All **outside** medical care provided to Federal prisoners must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. The Local Government shall notify the Federal Government immediately regarding the nature of the Federal prisoner's illness or injury as well as the types of treatment provided.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal prisoners for Tuberculosis (TB) in accordance with *National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails*. TB testing shall occur within 14 days of intake (unless current TB tests results are available), be promptly documented in the Federal prisoner's medical record and the results forwarded to the local USMS District within thirty (30) days of intake. Special requests for expedited TB testing and clearance (to include time sensitive moves) shall be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government to include the local district office of any cases of suspected or active TB or any other highly communicable diseases such as but not limited to Coronavirus Disease (COVID), severe acute respiratory syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions.

When a federal prisoner is being transferred or released from the Facility, they will be provided with a minimum of seven (7) days of prescription medications and any medications already dispensed to the prisoner. Medical records and Form USM-553, *Prisoner in Transit Medical Summary* must travel with the Federal prisoner. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a federal prisoner is transferred.

Federal prisoners may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18 U.S.C. Section 4013(d). The Federal Government is not responsible for medical co-payments and shall not be billed if the federal prisoner is indigent and cannot make the co-payment. Indigent Federal prisoners shall not be denied medical evaluation and treatment for failure to provide a co-payment.

(End of Provision)

9. Affordable Care Act (ACA) (May 2021)

Upon release of a Federal prisoner, the Local Government shall provide information regarding the Affordable Care Act (ACA). The ACA website is located at:
<http://www.hhs.gov/healthcare/about-the-aca/index.html>.

(End of Provision)

10. Receiving and Discharging of Federal Prisoners (May 2021)

The Local Government agrees to accept Federal prisoners only upon presentation by a Law Enforcement Officer (LEO), USMS Task Force Officer (TFO) or a USMS designee with proper credentials.

The Local Government shall not relocate a Federal prisoner from one facility under its control to another facility not described in this agreement without permission of the Federal Government. Additional facilities within the same agreement shall be identified in a modification.

The Local Government agrees to release Federal prisoners only to LEOs of the authorized Federal Government agency initially committing the Federal prisoner (e.g., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE)) or to a Deputy United States Marshal (DUSM) or USMS designee with proper credentials. Those Federal prisoners who are remanded to custody by the USMS may only be released to the USMS or an individual specified by the USMS in the Judicial District.

USMS Federal prisoners sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

(End of Provision)

11. Prisoner Work Program (November 2021)

Federal prisoner labor shall be used in accordance with the Federal prisoner work plan developed by the Local Government and approved by the USMS. The Federal prisoner work plan must be voluntary, and may include work or program assignments for industrial, maintenance, custodial, service, or other jobs. Federal prisoners may not be required to work. Federal prisoners may volunteer to work within the secure confines of the facility if they sign a waiver of their right not to work. A Federal prisoner with suicidal tendencies, attempted escapes or escape history, violent history, gang affiliations or with retainers for pending charges with other local, state, or federal agencies will not be considered for the volunteer program. Federal prisoners are not permitted to act as trustees and may not work in positions that permit unsupervised contact with segregated prisoners or Federal prisoners of the opposite sex.

The Federal prisoners are restricted from operating equipment that may expose the Federal prisoners to grave bodily harm or any work assignment requiring security risk items and controlled tools which could be used to facilitate an escape or used as a weapon that could endanger staff, citizens, or other inmates. Federal prisoners will not have access to prisoner or employee records.

The Local Government will ensure that prisoners who volunteer to work are prohibited from bringing personal medications while at the worksite.

Federal prisoners must obtain required medical clearances before working in the food service areas. The Federal prisoner work program shall not conflict with any other requirements of the agreement and must comply with all applicable laws and regulations. Federal prisoners shall not be used to perform the responsibilities or duties of an employee of the Local Government. Appropriate safety/protective clothing and equipment shall be provided to Federal prisoner workers as appropriate. Federal prisoners shall not be assigned work that is considered hazardous or dangerous. This includes, but is not limited to, areas or assignments requiring great heights, extreme temperatures, use of toxic substances and unusual physical demands. Federal prisoner workers can be paid the identical rates of pay as other facility prisoners.

Federal prisoners shall be required to participate in normal housekeeping duties which help ensure the cleanliness of their housing area. Increases and reductions in privileges may be used as incentives to ensure that Federal prisoners keep their living areas clean.

(End of Provision)

12. Guard/Transportation Services to/from Medical Facility (May 2021)

When Medical Facility in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal prisoners admitted to a medical facility.

These services shall be performed by at least two (2) armed and qualified LEOs or Correctional Officers (CO) according to the criteria specified by the County Entity running the facility. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control. Federal prisoners are not permitted to use the telephone, internet or WIFI enabled devices, or to receive outside food, drinks, or deliveries (including flowers) without consent from the USMS. The Local Government shall restrain Federal prisoners by attaching at least one extremity to the hospital bed, stretcher, or chair at all times when medically possible. Pregnant or postpartum prisoners should not be restrained. Postpartum is the twelve-week period following childbirth, miscarriage, or abortion. See First Step Act provision for more information.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

13. Guard/Transportation Services to/from U.S. Courthouse (May 2021)

When U.S. Courthouse in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and guard services for Federal prisoners housed at its facility to and from the U.S. Courthouse. These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government's transportation guard will turn Federal prisoners over to the USMS only upon presentation of proper law enforcement credentials.

The Local Government will not transport Federal prisoners to any U.S. Courthouse without a specific request from the USMS who will provide the prisoner's name, the U.S. Courthouse, and the date the prisoner is to be transported.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

14. Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) or Other (May 2021)

When JPATS, Other or both in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal prisoners housed at its facility to and from the JPATS or other locations designated by the Federal Government.

These services shall be performed by at least two (2) armed and qualified LEOs or COs. In all cases, these are part of a fulltime Law Enforcement Organization or Correctional Organization and that they have met the minimum training requirements.

The Local Government agrees to provide additional personnel if requested by the USMS to enhance specific requirements for security, prisoner monitoring, and contraband control.

The Local Government shall not transport Federal prisoners to the airlift or any other location without a specific request from the USMS who will provide the prisoner's name, location (district), and the date the prisoner is to be transported.

The Local Government shall turn Federal prisoners over to the USMS or an officer specified by the USMS only upon presentation of proper credentials.

Each prisoner will be fully restrained in handcuffs, waist chain, and leg restraints during transportation unless otherwise authorized by the USMS. Deviations from full restraints must be documented and reported monthly to the local district USM, Chief, or their designee and to the USMS POD at PODCoCInquiries@usdoj.gov.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

Mileage shall be reimbursed in accordance with the current GSA mileage rate.

(End of Provision)

15. Video Teleconference Hearings within the Facility (October 2021)

If available, the facility shall furnish, as applicable to this agreement, all things necessary for, or incident to, providing Video Teleconference (VTC) hearings within the facility. When VTC equipment is not available at the facility, the Federal Government, in coordination with the Courts, may assist with providing VTC equipment and ancillary items to the facility.

(End of Provision)

16. Optional Guard Services to Video Teleconference Hearings within Facility (May 2021)

When Video Conferencing (VTC) Hearings in block #14 on page one (1) of this agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide escort guard services for Federal prisoners housed at its facility to monitor, on a case-by-case basis, court hearings conducted via VTC within its facility per instruction of the Federal Judiciary.

The reimbursable hourly rate, if agreed upon, will be shown in block #13 on page one (1) of this agreement.

(End of Provision)

17. Special Notifications (May 2021)

The Local Government shall notify the Federal Government of any activity by a Federal prisoner, which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal prisoner. The Local Government shall use all reasonable means to apprehend the escaped Federal prisoner and all reasonable costs in connection therewith shall be borne by the Local Government.

The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal prisoners. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal prisoner is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of a medical emergency, death, or assault on or by a Federal prisoner, the Local Government shall immediately notify the Federal Government.

(End of Provision)

18. Body Worn Camera Information Requests (November 2021)

If the Local Government adopts a Body Worn Camera (BWC) use policy that mandates use of BWC for transport or other activities covered under the IGA, the agency shall, upon request by USMS, provide USMS with the audio/video footage and any metadata captured by the BWC pertaining to USMS prisoner incidents. The audio/video footage and any metadata may be requested by the USMS Body Worn Camera Program and the USMS Office of General Counsel. The agency agrees that no BWC footage depicting a USMS prisoner will be released without advance written notification to the USMS.

(End of Provision)

19. Restrictive Housing and Suicide Prevention (May 2021)

For the purposes of this agreement, "restrictive housing" means any type of detention that involves all of the following elements:

- a. Removal from the general population, whether voluntary or involuntary;
- b. Placement in a locked room or cell, whether alone or with another prisoner; and
- c. Inability to leave the room or cell for the vast majority of the day, typically 22 hours or more.

For the purposes of this agreement, "vulnerable population" refers to prisoners who are more likely to be victimized in confinement settings, including but not limited to: juveniles; young adults (age 18-24 at time of admission through conviction); prisoners with serious mental illness; lesbian, gay, bisexual, prisoners who identify as sex nonconforming; pregnant and postpartum prisoners; infirmed prisoners and prisoners with medical needs.

The Local Government shall have written policies, procedures, and practices requiring that all prisoners in restrictive housing are personally observed by a CO at least twice per hour, but no more than thirty (30) minutes apart, on an irregular schedule. Prisoners who are violent or mentally ill or who demonstrate unusual or bizarre behavior shall receive more frequent observation; suicidal prisoners shall be under constant observation.

The Local Government shall immediately notify the appropriate Chief Deputy U.S. Marshal (CDUSM), or designee, and POD at rhinquiries@usdoj.gov when a member of a vulnerable population is placed in restrictive housing or their restrictive housing status changes.

The Local Government shall also provide reports to the USMS on a monthly basis listing all USMS prisoners who were detained in restrictive housing, and the reasons for their assignment to restrictive housing. When no USMS prisoners have been placed in restrictive housing during the reporting month, the Local Government shall notify USMS that there are no USMS prisoners to report. The report or a notification of no USMS prisoners in restrictive housing shall be submitted to the CDUSM or his or her designee and POD at rhinquiries@usdoj.gov, no later than the tenth day of each month in a standard format established by the USMS.

The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

Additional prisoner suicide prevention resources can be found at: https://www.usmarshals.gov/prisoner/suicide_prevention.htm and <https://nicic.gov/>.

(End of Provision)

20. Prison Rape Elimination Act (PREA) (November 2021)

The Facility must post Prison Rape Elimination Act (PREA) brochure/bulletins in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations at: (<https://www.prearesourcecenter.org/about/prison-rape-elimination-act-prea>).

All sexual harassment and sexual assaults of or by a USMS prisoner must be reported to the district CDUSM or designee and the POD at: PREAinquiries@usdoj.gov.

In accordance with PREA, the Facility must arrange for a PREA audit every three (3) years. The Facility must maintain PREA compliance or be actively working towards compliance. Additional resources can be found at: <https://www.prearesourcecenter.org/>.

Templates for PREA posters and brochures can be found at: <https://www.prearesourcecenter.org/library/search?keys=poster&cat=All>

(End of Provision)

21. PREA Prisoner Incident Reporting (November 2021)

PREA posters shall contain information on how to report a sexual assault by using one of the following methods:

- Speaking with a staff member;
- Writing a letter reporting the alleged sexual misconduct to the person in charge or the USMS. To ensure confidentiality, use special (Legal) mail procedures;
- Filing an Emergency Prisoner Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the CDUSM. You can get the forms from your housing unit officer, or a Facility supervisor;

- Writing to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4706, Washington, DC. 20530; or
- Calling, **at no expense to the victim**, the OIG. The phone number is 1-800-869-4499.

All allegations of sexual abuse reported to Facility staff must be reported and will be investigated. Information concerning the identity of a prisoner victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the prisoner-victim's welfare and for law enforcement investigative purposes.

(End of Provision)

22. Federal Acquisition Regulation (FAR) Agreement Provisions (May 2021)

This agreement incorporates the following agreement provisions by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at: <http://www.acquisition.gov>.

Agreement Provisions:

FAR 52.222-4 Contract Work Hours and Safety Standards – Overtime (May 2018)

FAR 52.222-41 Service Contract Labor Standards. (November 2024)

If the Collective Bargaining Agreement in block #15 on page one (1) of this Agreement is checked, the Local Government agrees in accordance with Section 2 (a) and 4 (c) of the Services Contract Act, as amended, employees employed by the contractor (s) in performing services covered by the Collective Bargaining Agreement (s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreements.

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 2014)

FAR 52.222-43 Fair Labor Standards Act and the Service Contract Labor Standards – Price Adjustment (Multiyear and Option Contracts) (August 2018)

The current Local Government per-diem rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination in block #15 on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR 52.222.43 (a), (f), that it must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within thirty (30) days after receiving a new wage determination.

(End of Provision)

23. Guaranteed Minimum Bed Space (September 2021)

This IGA *does not* contain a guaranteed minimum for bed space.

(End of Provision)

24. Economic Rate Adjustments (October 2021)

The Federal Government will use various price analysis techniques and procedures to ensure the rates established by this agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

- a. Comparison of the requested rate with the Independent Government Estimate for detention services, otherwise known as the Core Rate;
- b. Comparison with rates at other state or local facilities of similar size and economic conditions;
- c. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items; and
- d. Evaluation of the provided jail operating expense information.

The firm-fixed price per-diem rate for services is stipulated in block #11 on page one (1) of this agreement and shall not be subject to adjustment on the basis of **Yellowstone County Detention Facility** actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this agreement forward for **thirty-six (36) consecutive months**. The per-diem rate covers the support of one Federal prisoner per "Federal prisoner day", which shall include the day of arrival, but not the day of departure.

The per-diem rate and the guard/transportation hourly rate will remain unchanged during the renewal period(s) unless the Local Government requests an economic rate adjustment. To request a per-diem economic rate adjustment, the Local Government will need to access USMS' Capture system via the Law Enforcement Enterprise Portal (LEEP) at <https://portal.cjis.gov/wps/myportal/LEEPNG>. The Local Government may contact the Agreements Specialist for more information.

An economic rate adjustment to either rate can be requested by the Local Government after **thirty-six (36) months of continuous performance**. Request for economic rate adjustments prior to the ending of the **thirty-six (36) month period** preceding the most recent rate adjustment shall only be considered if there are extreme circumstances that warrants a review of an out of cycle economic rate adjustment. Granting an out of cycle economic rate adjustment is not guaranteed.

To request an out of cycle per-diem economic rate adjustment, the Local Government will need to follow the same instructions as requesting an economic rate adjustment during the renewal period. For the request to be considered, the Local Government must demonstrate that its costs have substantially increased during the current **thirty-six (36) month period**. The Local Government shall provide the Agreements Specialist documentation to include cost and pricing data to justify

the facility's out of cycle economic rate adjustment request. The request and its supporting documentation are the sole responsibility of the Local Government to provide a complete request package to the Agreements Specialist. Incomplete or missing data may delay the request being processed or causing the request to be denied altogether.

Two (2) or more out of cycle economic rate adjustment requests within the same **thirty-six (36) month period** with an aggregate proposed increase of 25% or more are not permissible under this agreement.

(End of Provision)

25. Billing and Financial Provisions (May 2021)

The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal prisoners housed at the Facility.

Address(es) for the component(s) is/are:

United States Marshals Service District of Montana 2601 2 nd Avenue N, Suite 2300 Billings, MT 59101 (406) 200-6004	Bureau of Prisons Seattle RRM 2425 South 200 St (at FDC) Seattle, WA 98198 (253) 765-2769	Immigration and Customs Enforcement West Valley City - ERO 2975 Decker Lake Dr, Suite 100 West Valley City, UT 84119 (801) 736-1200
--	---	--

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal prisoner, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the 31 U.S.C Section 1341 - Limitations on expending and obligating amounts.

(End of Provision)

26. Payment Procedures (May 2021)

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this agreement. The payments will be made promptly after the district office has received and certified the invoice is correct.

(End of Provision)

27. Hold Harmless (May 2021)

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

(End of Provision)

28. Disputes (May 2021)

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

(End of Provision)

29. Review of Services (November 2021)

Review standards for prisoners may differ among authorized agency users. The Local Government agrees to allow periodic unannounced reviews by Federal Government, to include approved Federal contractors, in accordance with the standards required by any or all of the Federal authorized agency users whose prisoners may be housed pursuant to this Agreement. A summary of inspection findings will be shared with the facility administrator in order to promote improvements to facility operations, conditions of confinement, and levels of services. If the Federal Government identifies significant finding(s) during the review, the Local Government will provide the Federal Government with a corrective action plan to address the issue(s).

(End of Provision)

30. IGA Amendments (May 2021)

For all amendments except for full or partial terminations, either party may initiate a request for amendment to this agreement in writing. All amendments negotiated will be effective only upon written approval of both parties.

(End of Provision)

31. Litigation (May 2021)

The Federal Government shall be notified, in writing, of all litigation pertaining to this agreement and provided copies of any pleadings filed or said litigation within five (5) business days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.

(End of Provision)

32. The First Step Act (May 2021)

This agreement refers the Local Government facility operations and administrations to the following sections of the First Step Act:

- a. Section 613 of Public Law 115-391 the FIRST STEP Act of 2018 and 18 USC 5043 with respect to any USMS juveniles in custody.
- b. Section 301 of Public Law 115-391 the FIRST STEP Act of 2018 and that pursuant to USMS policy that these requirements have been adopted for all pregnant and postpartum USMS prisoners, regardless of case status. The postpartum period is twelve weeks after childbirth, miscarriage, or abortion.

(End of Provision)

(End of Agreement)

REGISTER OF WAGE DETERMINATION UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary		WAGE AND HOUR DIVISION
of Labor		WASHINGTON D.C. 20210
		Wage Determination No.: CBA-2025-131
Diane Koplewski	Division of	Revision No.: 0
Director	Wage Determinations	Date Of Last Revision: 03/27/2025

State: Montana

Area: Yellowstone

Employed on U.S. MARSHALS SERVICE contract for Employed on DEPT OF JUSTICE US MARSHALS SVC(IGA 46-01-0036) for Prisoner Housing and Guard/Transport Services.

Collective Bargaining Agreement between contractor: Yellowstone County, and union: Teamsters Union Local #190 Local , effective 07/01/2021 through 06/30/2026.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

U.S. Department of Justice
United States Marshals Service

Detention Facility Review

Date of Detention Facility Review (DFR)

Name of Detention Facility Inspector Conducting DFR

FACILITY FACTS

FACILITY OVERVIEW

Facility Name

Physical Address

Phone Number

Fax Number

City

State

Zip Code

County

District

Contract/Agreement Number

Contract/Agreement Type (Private, IGA, LUA)

Expiration Date

Closest USMS Office Name

Driving Time from Closest
USMS Office

 minutes

Driving Distance from
Closest USMS Office

 miles

Date of Last USMS
Detention Facility Review

Points of Contact

(If needed, use "Other Notes Section" on last page to document more than one point of contact.)

Title

Name

Type of Contact

Phone Number

Extension

Email Address

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Prisoner Information (Annotate the number of prisoners per category)

	Adult Male	Adult Female	Juvenile Male	Juvenile Female	Total
Facility Bed Capacity	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Facility Average Daily Population (Last 12 Months)	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
USMS Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Local/Non-Federal Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bureau of Prisons Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
ICE Average Daily Population	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Security Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Warden	<input type="text"/>	<input type="text"/>
Assistant Warden	<input type="text"/>	<input type="text"/>
Chief of Security	<input type="text"/>	<input type="text"/>
Shift Supervisors	<input type="text"/>	<input type="text"/>
Other Supervisors	<input type="text"/>	<input type="text"/>
Corrections Officers	<input type="text"/>	<input type="text"/>
Transportation Officers	<input type="text"/>	<input type="text"/>
Perimeter Security	<input type="text"/>	<input type="text"/>
Restrictive Housing Security	<input type="text"/>	<input type="text"/>
Other Security	<input type="text"/>	<input type="text"/>

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Medical Staff Information (Annotate number of authorized and filled positions per facility's staffing plan)

	Authorized	Filled
Physician	<input type="text"/>	<input type="text"/>
Physician's Assistant	<input type="text"/>	<input type="text"/>
Nurse Practitioner	<input type="text"/>	<input type="text"/>
Registered Nurse	<input type="text"/>	<input type="text"/>
Licensed Practical Nurse	<input type="text"/>	<input type="text"/>
Mental Health Professional	<input type="text"/>	<input type="text"/>
Other Medical Staff	<input type="text"/>	<input type="text"/>

Contraband

List facility's total number of contraband incidents since last USMS DFR (if applicable).

Drugs or Alcohol <input type="text"/>	Drugs or Alcohol Paraphernalia <input type="text"/>	Electronic Devices <input type="text"/>
Electronic Device Accessory <input type="text"/>	Weapon <input type="text"/>	Tool <input type="text"/>

Incidents

List facility's total number of incidents since last USMS DFR (if applicable).

Suicides <input type="text"/>	Suicide Attempts <input type="text"/>	Escapes <input type="text"/>	
Escape Attempts <input type="text"/>	Physical Assaults on Prisoners <input type="text"/>	Physical Assaults on Staff <input type="text"/>	
Health Care Grievances <input type="text"/>	Natural Deaths <input type="text"/>	Sexual Assaults on Prisoners <input type="text"/>	
Sexual Assaults on Staff <input type="text"/>	Homicides <input type="text"/>	Riots/Disturbances <input type="text"/>	
Overdose Deaths <input type="text"/>	Overdoses <input type="text"/>	Use of Force <input type="text"/>	Excessive Use of Force <input type="text"/>

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Was the USMS notified of all incidents involving USMS prisoners?

Yes No

Incidents Not Reported

(If needed, use "Other Notes Section" on last page to document more than one incident.)

Incident Type (Use Incident types listed above)

Incident Subtype (Leave blank)

Date of Incident

Remarks

Court Action

(If needed, use "Other Notes Section" on last page to document more than one action)

Are there any court orders or pending major litigation affecting the facility?

Yes No

Case Name/Case Number

Functional Area

Date of Court Filing

ADMINISTRATION AND MANAGEMENT

Policy Development and Monitoring

Does the facility maintain policies and procedures that describe facility operations, maintenance and administration?

Yes No

Do policies have a date documenting the last time the responsible facility manager/administrator reviewed them to ensure they remain current, accurate and relevant to the facility's operation?

Yes No

If 'Yes', Date of Last Internal Review

Policy Communication and Access

Are policies and procedures communicated to all employees?

Yes No

Does staff have 24/7 access to policies and procedures?

Yes No

Prisoner Property and Money

Does the facility properly inventory prisoner property?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility properly store prisoner property?

Yes No

Does the facility properly return prisoner property?

Yes No

Does the facility properly inventory prisoner money?

Yes No

Does the facility properly store prisoner money?

Yes No

Does the facility properly return prisoner money?

Yes No

Prisoner Release

Has the facility erroneously released ANY prisoner(s) during the review period?

Yes No

Total number of non-USMS prisoners erroneously released

Total number of USMS prisoners erroneously released

Accommodations for Prisoners with Disabilities

If the facility accepts prisoners with disabilities, are adequate accommodations made available for these prisoners?

Yes No

Contingency/Emergency Plans

Does the facility have a written emergency plan in place for situations that threaten facility security? (e.g., riots, hunger strikes, disturbances, escapes, and hostage situations.)

Yes No

Is a hard copy of the emergency plan available for incorporation into the district's detention plan?

Yes No

Does the emergency plan have a date documenting the last time the responsible facility manager/administrator reviewed the policy to ensure it remains current, and relevant to the facility's operation?

Yes No

If 'Yes', Date of Last Emergency Plan Review

Does the facility have a written contingency plan in place for situations involving mass prisoner relocation? (e.g., weather, fire, flooding, facility not habitable.)

Yes No

Is a hard copy of the contingency plan available for incorporation into the district's detention plan?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many criminal allegations of staff misconduct were reported to law enforcement since the last USMS DFR (if applicable)?

Prisoner Anti-Discrimination

Does the facility have a prisoner anti-discrimination policy that addresses:

- Age? Yes No
- Disability? Yes No
- Equal Pay/Compensation? Yes No
- Genetic Information? Yes No
- Harassment? Yes No
- National Origin? Yes No
- Pregnancy? Yes No
- Race/Color? Yes No
- Religion? Yes No
- Retaliation? Yes No
- Sex? Yes No
- Gender Identity? Yes No
- Sexual Preference? Yes No
- Sexual Harassment? Yes No
- Are services, programs, and activities provided to all eligible prisoners? Yes No

Prison Rape Elimination Act (PREA) Compliance

Does the facility have a PREA compliance program?

- Yes No

Does the program address the following items:

- Zero tolerance toward all forms of sexual abuse and sexual harassment? Yes No
- Prevention and response planning? Yes No
- Prisoner training and education? Yes No
- Employee training and education? Yes No
- Screening for risk of sexual victimization? Yes No
- Reporting and investigations? Yes No
- Discipline? Yes No
- Medical/ mental health care? Yes No
- Auditing? Yes No
- Corrective action? Yes No
- State compliance? Yes No

Has the facility had an audit conducted by a DOJ certified PREA auditor within the past 3 years?

- Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No' to the previous question, has a DOJ PREA audit been scheduled?

Yes No

Scheduled DOJ PREA Audit Date

Is a hard copy of the PREA audit available?

Yes No

If 'Yes', Audit Date

What was the name of the Auditor?

Is there a corrective action plan in place?

Yes No

Has corrective action taken place?

Yes No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes No

HEALTH CARE

Intake and Screening

Does the facility have policy or procedures for medical screening during intake?

Yes No

Do all prisoners undergo medical screening during the initial intake process?

Yes No

If 'No', how long after intake does the screening occur?

 months days

Is a comprehensive health appraisal for each prisoner completed within 14-days after initial intake?

Yes No

If 'No', how long after intake does the appraisal occur?

 months days

Does the facility ensure TB testing during the initial intake process?

Yes No

If 'No', how long after intake does the TB test occur?

 months days

Are TB test results provided to the USMS within 14 days?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

If 'No', when were results provided?

months days

Do all prisoners undergo mental health screening during the initial intake process?

Yes No

If 'No', how long after intake does the mental health screening occur?

months days

Do all prisoners undergo dental health screening during the initial intake process?

Yes No

If 'No', how long after intake does the dental health screening occur?

months days

Are all medical screening results reviewed by a physician?

Yes No

How long after intake does this occur?

months days

Are medical screening records maintained for every prisoner?

Yes No

Medical, Dental, and Mental Health

Does the facility have a medical unit staffed 24/7?

Yes No

Does the facility employ an on-site mental health professional?

Yes No

Are prisoners with mental health issues identified as part of the vulnerable population?

Yes No

Are prisoners with mental health issues referred to qualified mental health professionals?

Yes No

Routine, Chronic, and Emergency Health Services

Are all prisoners made aware of the process for requesting health care services?

Yes No

Does the facility have a policy or procedures for identifying medical emergencies?

Yes No

Does the facility provide access to prescription medication?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility participate in the NMCC?

Yes No

Does the facility have an onsite pharmacy?

Yes No

Does the facility document prisoner health care grievances?

Yes No

Response to Medical, Mental and Dental Health Needs

Are all prisoners who require health care beyond the capacity of the facility transferred to a facility where such care is available?

Yes No

Are facility staff CPR/First Aid certified?

Yes No

With the exception of emergencies, does the facility use POD Medical Management to request approval for outside medical services?

Yes No

Does the facility immediately notify the district in the event of a USMS prisoner medical emergency?

Yes No

Suicide Prevention

Does the facility have a suicide prevention program?

Yes No

Does the facility document staff training for prisoner suicide prevention?

Yes No

Does the facility have procedures for identifying prisoners at risk for suicide?

Yes No

Does the facility have procedures for monitoring prisoners at risk for suicide?

Yes No

How often are welfare inspections conducted on suicidal prisoners?

Select...

Does the facility report suicidal gestures, remarks, tendencies and attempts to the USMS?

Yes No

Does the facility provide mental health services to suicidal prisoners?

Yes No

Does the facility report restrictive housing of suicidal prisoners to the USMS?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

How many suicidal prisoners were placed in restrictive housing during the rating period?

Prisoner Death

Does the facility have procedures to respond to a prisoner's death?

Yes No

Does the facility immediately notify the USMS in the event of a USMS prisoner death?

Yes No

Does the facility review each prisoner death?

Yes No

Infectious Disease

Does the facility have policy or procedures to address the management and reporting of infectious and communicable diseases?

Yes No

Does the plan include:

HIV? Yes No

Tuberculosis? Yes No

Hepatitis? Yes No

Influenza? Yes No

Chlamydia? Yes No

COVID? Yes No

Ebola? Yes No

HPV? Yes No

Salmonella? Yes No

Scabies? Yes No

Zika? Yes No

E. coli? Yes No

Chicken Pox? Yes No

Does the facility have an infectious and communicable disease policy or procedures to:

Include identify prisoners with infectious and communicable diseases? Yes No

Treat prisoners with infectious and communicable diseases? Yes No

Quarantine prisoners with infectious and communicable diseases? Yes No

Does the facility report all cases of infectious and communicable diseases to the USMS?

Yes No

Does the facility maintain adequate PPE for all staff in the event of a pandemic?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility maintain adequate PPE for all prisoners in the event of a pandemic?

Yes No

SECURITY AND CONTROL

Correctional Supervision

Are correctional officer posts located in, or immediately adjacent to, prisoner living areas so officers can respond promptly to emergency situations?

Yes No

Are prisoners managed and supervised 24/7?

Yes No

Security Features

Are weekly inspections of all security devices conducted?

Yes No

Security Inspections

Does the facility conduct intermittent security sweeps of all areas prisoners occupy?

Yes No

Searches and Contraband

Does the facility have procedures for searching prisoners for contraband upon arrival to the facility?

Yes No

Does the facility have procedures for searching prisoners for contraband prior to transporting the prisoner?

Yes No

Does the facility have procedures for searching prisoners for contraband after prisoner visitation?

Yes No

Does the facility have procedures for searching prisoners for contraband after work details?

Yes No

Does the facility notify the USMS if a USMS prisoner is found with contraband?

Yes No

Prisoner Accountability and Supervision

Does the facility have procedures for physically counting prisoners?

Yes No

Number of counts per day

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Use of Force

Does the facility have procedures for use of force?

Yes No

Does the facility document and report use of force?

Yes No

Does the facility investigate all use of force incidents?

Yes No

Non-routine Use of Restraints

Does the facility have procedures for use of restraints?

Yes No

Is the use of restraints on pregnant or postpartum USMS prisoners reported to the USMS?

Yes No

Number of pregnant USMS prisoners since the last USMS DFR (if applicable).

Number of times pregnant or postpartum USMS prisoners were restrained since the last USMS DFR (if applicable).

Key Control

Is the use of keys controlled and inventoried?

Yes No

Tools and Culinary Equipment Control

Is the use of tools and culinary equipment controlled and inventoried?

Yes No

How many missing items during the rating period?

Weapons Control

Does the facility have procedures for the control and use of firearms and less-than-lethal devices?

Yes No

Prisoner Handbook and Discipline

Do prisoners have 24/7 access to a prisoner rule/handbook in English?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the English prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes No

Do prisoners have 24/7 access to a prisoner rule/handbook in Spanish?

Yes No

Does the Spanish prisoner rule/handbook include facility rules and disciplinary procedures for violations?

Yes No

Restrictive Housing

Does the facility have written procedures for restrictive housing?

Yes No

Does the facility have written procedures for monitoring prisoners in restrictive housing?

Yes No

Does the facility immediately report restrictive housing of any USMS prisoner in the vulnerable population?

Yes No

How many USMS prisoners in the vulnerable population were placed in restrictive housing since the last USMS DFR (if applicable)?

Does the facility report restrictive housing of every USMS prisoner, monthly to the USMS?

Yes No

How many USMS prisoners were placed in restrictive housing since the last USMS DFR (if applicable)?

How does the facility report restrictive housing to the USMS?

Email Invoices Restrictive Housing Module

Does the facility have procedures for reintegration of a prisoner from restrictive housing into the general population?

Yes No

Does the facility notify the prisoner of the reason for restrictive housing?

Yes No

Criminal Organization

(If needed, use "Other Notes Section" on last page to document more than one organization.)

Does the facility collect criminal organization or security threat group information?

Yes No

Name of Criminal Organization

Category (Leave blank)

Organization Level (Leave blank)

OID (Leave blank)

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Remarks

FOOD SERVICE

Sanitation Requirements

Has the facility been inspected by an external party within the past 12 months to ensure that the food service and equipment meets established health, sanitation, and safety protocols?

Yes No

If 'Yes', Date of Inspection

Were any violations identified?

Yes No

Have those violations been corrected?

Yes No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes No

Adequate and Varied Meals

Does the facility provide 3 meals per day?

Yes No

Does the facility provide a minimum of 2 hot meals per day?

Yes No

Does the facility provide meals that are nutritionally adequate and varied, as approved by a dietitian?

Yes No

Does the facility serve meals that match the approved meal menus?

Yes No

Does the facility provide special meals for prisoner religious or medical needs?

Yes No

SAFETY AND SANITATION

Fire Safety

Are annual fire safety inspections conducted by state or local fire officials?

Yes No

If 'Yes', Date of Inspection

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Were any violations identified?

Yes No

Have those violations been corrected?

Yes No

Was the facility re-inspected to ensure the violations were corrected properly?

Yes No

Control of Dangerous Materials

Does the facility have procedures for the maintenance, inventory, and storage of flammable, toxic, and caustic materials and chemicals?

Yes No

Does the facility have adequate personal protective equipment for the safe handling of chemicals?

Yes No

Does the facility receive training on the safe use of each chemical?

Yes No

If yes to the above question, is the training documented?

Yes No

Clothing, Laundry and Bedding

Are all prisoners issued at least two clean sets of temperature appropriate and properly sized clothing, to include uniforms, socks, underwear, t-shirts, braziers, and shoes?

Yes No

Do prisoners have access to laundry facilities, or the ability to have their clothing items washed?

Yes No

Do all prisoners receive adequate bedding, to include blanket, sheets, mattress and pillow?

Yes No

How often is bedding washed or exchanged? (Weekly, Every 2 weeks, Every 3 weeks, Monthly, Every other month, Never)

Are exceptions to the laundry schedule made when clothes are soiled?

Yes No

Are exceptions to the linen schedule made when linen and mattresses are soiled?

Yes No

Are mattresses a minimum of 12 inches from the floor?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Housing

Are single cells a minimum of 56 square feet?

Yes No

Are double cells a minimum of 72.5 square feet?

Yes No

Does the facility triple bunk or use boat beds?

Yes No

How many times did the facility triple bunk or use boat beds since the last USMS DFR (if applicable)?

Personal Hygiene

Are the following available at no cost:

- | | | |
|-------------------|---------------------------|--------------------------|
| Soap? | <input type="radio"/> Yes | <input type="radio"/> No |
| Toothpaste? | <input type="radio"/> Yes | <input type="radio"/> No |
| Razors? | <input type="radio"/> Yes | <input type="radio"/> No |
| Shampoo? | <input type="radio"/> Yes | <input type="radio"/> No |
| Sanitary Napkins? | <input type="radio"/> Yes | <input type="radio"/> No |
| Tampons? | <input type="radio"/> Yes | <input type="radio"/> No |

Do all prisoners have 24/7 access to an operable toilet?

Yes No

Do all prisoners have 24/7 access to a washbasin with hot and cold running water?

Yes No

Physical Facility and Equipment

Is the facility kept clean and in good repair?

Yes No

Is all facility equipment in proper working order?

Yes No

Is there any evidence or sign of mold?

Yes No

Is there any evidence or sign of insects?

Yes No

Is there any evidence or sign of rodents?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Does the facility have adequate environmental controls to provide for indoor prisoner living conditions with air temperatures maintained between 69 and 76 degrees?

Yes No

SERVICE AND PROGRAMS

Classification, Review, and Housing

Does the facility have a procedure for prisoner classification, placement, and management?

Yes No

Does the facility regularly review a prisoner's behavior or circumstances to determine housing placement?

Yes No

Are all USMS prisoners clearly identified in the facility's classification system?

Yes No

Copay and Fees

Are prisoners charged a fee for haircuts?

Yes No

If 'Yes', are all prisoners charged the same fee?

Yes No

Are prisoners charged a fee for meals?

Yes No

If 'Yes', are all prisoners charged the same fee?

Yes No

Are prisoners charged a fee for medical co-pay?

Yes No

If yes, are all prisoners charged the same fee?

Yes No

Religious Practices

Do prisoners have the opportunity to participate in the religious practice of their faith?

Yes No

Volunteer Work Assignments

Does the facility ensure that un-sentenced prisoners are not required to work unless they volunteer to do so?

Yes No

Does the facility pay prisoners for work?

Yes No

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UNCLASSIFIED//LAW ENFORCEMENT SENSITIVE (When Completed)

Are USMS prisoners assigned to work outside of the secure perimeter of the facility?

Yes No

Does the facility document all USMS prisoner work assignments?

Yes No

Prisoner Grievance Program

Is a grievance procedure that includes at least one level of appeal available to all prisoners?

Yes No

Juveniles

Does the facility house juveniles? If 'No', move to next section.

Yes No

Does the facility have procedures for housing juveniles?

Yes No

Does the facility house prisoners between 18-21 who are charged as juveniles?

Yes No

Does the facility ensure the special diet, exercise, and education needs of juvenile prisoners are met?

Yes No

Does the facility place prisoners under 21 who are charged as juveniles in restrictive housing?

Yes No

Does the facility ensure that voluntary and involuntary restrictive housing of prisoners under 21 who are charged as juveniles are removed from restrictive housing every 3 hours?

Yes No

Does the facility immediately report juvenile segregation or restrictive housing of USMS juvenile prisoners?

Yes No

Exercise and Out-of-Cell Opportunities

Does the facility provide prisoners with opportunity for exercise and out-of-cell time?

Yes No

Telephone Access

Do prisoners have adequate access to telephones?

Yes No

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Access to the Courts and Legal Materials

Do prisoners have access to the courts?

Yes No

Do prisoners have access to legal material/law library?

Yes No

Access to Legal Representation

Do the prisoners have confidential access to counsel via telephone?

Yes No

Do the prisoners have confidential access to counsel via written correspondence?

Yes No

Do the prisoners have confidential access to counsel via visitation?

Yes No

Visitation

Does the facility have a prisoner visitation program?

Yes No

Does the prisoner visiting room have barriers to prevent contact visitation?

Yes No

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CONCLUSION

Other Notes

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Additional Points of Contact

Title		Name	
<input type="text"/>		<input type="text"/>	
Type of Contact	Phone Number	Extension	Email Address
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Detention Facility Review (DFR) Certification

I certify that this facility was inspected by an 0082 or 1811 with a current USM-222, Additional Duty Designation designating them as a Detention Facility Inspector and that applicable Corrective Action Recommendations were provided to the facility.

Performed By	Title	Date
<input type="text"/>	<input type="text"/>	<input type="text"/>

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B.O.C.C. Regular

1. a.

Meeting Date: 04/01/2025

Title: Lockwood Pedestrian District Letter of Support for Transportation Alternatives Funding

Submitted By: Erika Guy

TOPIC:

Lockwood Pedestrian District Letter of Support for Transportation Alternatives Funding

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Lockwood Pedestrian District Letter of Support for Transportation Alternatives Funding

Yellowstone County



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

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

April 1, 2025

Lora Mattox
TA Coordinator/Transportation Planner
City of Billings Planning Division
2825 3rd Avenue North, Suite 400
Billings, MT 59101

Re: Transportation Alternatives Program Application
Johnson Lane Sidewalk Project

Dear Ms. Mattox:

The Yellowstone County Board of County Commissioners is in support of the Transportation Alternatives Program grant application for the Johnson Lane Sidewalk project. The project was identified within the Non-Motorized Transportation Plan produced by the Lockwood Pedestrian Safety District (LPSD).

The vision of the LPSD is to build a vibrant community with thriving industrial, commercial, and residential neighborhoods where people of all ages and physical abilities can travel safely and efficiently without the use of an automobile. The project will help accomplish this vision while also aiding in the mission to effectively eliminate fatalities and serious injuries caused by vehicular and pedestrian conflicts throughout the Lockwood area.

For questions regarding this letter of support please contact the Board of County Commissioners, Yellowstone County.

Sincerely,
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

B.O.C.C. Regular

1. b.

Meeting Date: 04/01/2025

Title: Multi-Tenant Lease Agreement with WFC I LLC

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Multi-Tenant Office Lease Agreement between WFC I LLC, and Yellowstone County

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or Deny.

Attachments

Multi-Tenant Lease Agreement with WFC I LLC

**MULTI-TENANT OFFICE
LEASE AGREEMENT**

**WFC I, LLC,
as Landlord**

and

**The County of Yellowstone,
as Tenant**

Wells Fargo Center Billings, MT

OFFICE LEASE AGREEMENT

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

DEFINITIONS

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

BASIC TERMS

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

1. **Premises:** Suite 903, consisting of approximately 3,994 rentable square feet and located on the 9th floor of the Building. The land on which the Premises are located is described on **EXHIBIT "B"**. (See Section 1.1).
2. **Lease Term:** Commencing on the Commencement Date and terminating on November 30, 2025 (See Section 1.2)
3. **Delivery Date:** April 1, 2025.
4. **Commencement Date** April 1, 2025
5. **Basic Rent:**

<u>MONTHS</u>	<u>ANNUAL BASIC RENT PER RENTABLE SQUARE FOOT OF THE PREMISES</u>	<u>MONTHLY INSTALLMENTS</u>
Entire Term	N/A	\$4,500.00

(See Section 2.1).

No renewal term

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

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

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

Attn: Aaron Sparboe

Telephone: 406-651-0603

Facsimile: 406-651-0604

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

WFC I, LLC
PO Box 1942
Billings MT 59103

Attn: Aaron Sparboe

Telephone: 406-651-0603

Facsimile: 406-651-0604

9. **Tenant(s):**

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

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

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

1.2 Term, Delivery and Commencement

1.2.1 Commencement and Expiration of Term. The Term of this Lease is the period stated in the Basic Terms. The Term Commences on the Commencement Date and expires on November 30, 2025.

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

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

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

1.3 [Intentionally Omitted]

**ARTICLE 2
RENTAL AND OTHER PAYMENTS**

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

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

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

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

**ARTICLE 3
PERSONAL PROPERTY TAXES OF TENANT**

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

**ARTICLE 4
USE**

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

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

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

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

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

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

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

ARTICLE 5 HAZARDOUS MATERIALS.

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

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

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

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

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

ARTICLE 6 SERVICES

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

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

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

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

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

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

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

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

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

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

ARTICLE 7 MAINTENANCE AND REPAIR

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

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

7.2 Tenant's Obligations.

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

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

**ARTICLE 8
CHANGES AND ALTERATIONS**

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

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

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

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

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

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

ARTICLE 9

RIGHTS RESERVED BY LANDLORD

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

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

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

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

~~9.4 Space Planning Substitution. Upon not less than 45 days prior written notice to Tenant, Landlord may relocate Tenant to other space of comparable size (and substantially identical quality improvements) within the Building. Landlord will move or pay for moving Tenant's personal property and equipment to the new space and will reimburse Tenant for reasonable, documented out-of-pocket costs Tenant incurs in connection with the relocation. Prior to or concurrently with the relocation, Landlord will prepare, and the parties will execute, an amendment to this Lease to evidence the relocation and make any necessary changes to the Basic Terms resulting from the relocation.~~ KJ

ARTICLE 10 INSURANCE

10.1 Tenant's Insurance Obligations. Tenant, at all times during the Term and during any early occupancy period, at Tenant's sole cost and expense, will maintain the insurance this Article 10 describes.

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

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

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

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

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

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

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

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

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

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

10.3 Tenant's Indemnification of Landlord. In addition to Tenant's other indemnification obligations in this Lease but subject to Landlord's agreements in Section 10.2, Tenant, to the fullest extent allowable under the law, will release, indemnify, protect, defend (with counsel reasonably acceptable to Landlord) and hold harmless the Landlord Parties from and against all Claims arising from (a) any breach or default by Tenant in the performance of any of Tenant's covenants or agreements in this Lease, (b) any act, omission, negligence, willful act, or misconduct of Tenant or its agents, employees, invitees, patrons, suppliers, or licensees, (c) any accident, injury, occurrence or damage in, about or to the Premises, and (d) to the extent caused in whole or in part by Tenant or its

agents, employees, invitees, patrons, suppliers, or licensees, any accident, injury, occurrence or damage in, about, or to the Property.

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

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

ARTICLE 11 DAMAGE OR DESTRUCTION

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

11.2 Not Tenantable Within 180 Days. If fire or other casualty renders the whole or any material part, of the Premises untenable and Landlord determines (in Landlord's reasonable discretion) that it cannot make the Premises tenantable within 180 days after the date of the casualty, then Landlord

will so notify Tenant within 30 days after the date of the casualty and may, in such notice, terminate this Lease effective on the date of Landlord's notice. If Landlord does not terminate this Lease as provided in this section, Tenant may terminate this Lease by notifying Landlord within 30 days after the date of Landlord's notice, which termination will be effective 30 days after the date of Tenant's notice.

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

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

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

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

11.7 Exclusive Casualty Remedy. The provisions of this Article 11 are Tenant's sole and exclusive rights and remedies in the event of a casualty. To the extent permitted by the Laws, Tenant waives the

benefits of any Law that provides Tenant any abatement or termination rights (by virtue of a casualty) not specifically described in this Article 11.

ARTICLE 12 EMINENT DOMAIN

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

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

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

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

ARTICLE 13 TRANSFERS

13.1 Restriction on Transfer.

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

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

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

ARTICLE 14 DEFAULTS; REMEDIES

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

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

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

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

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

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

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

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

14.2.1 Termination of Tenant's Possession; Re-entry and Reletting Rights. Terminate Tenant's right to possess the Premises by any lawful means with or without terminating this Lease, in which event Tenant will immediately surrender possession of the Premises to

Landlord. Unless Landlord specifically states that it is terminating this Lease, Landlord's termination of Tenant's right to possess the Premises is not to be construed as an election by Landlord to terminate this Lease or Tenant's obligations and liabilities under this Lease. In such event, this Lease continues in full force and effect (except for Tenant's right to possess the Premises) and Tenant continues to be obligated for any must pay all Rent as and when due under this Lease. If Landlord Terminates Tenant's right to possess the Premises, Landlord is not obligated to but may re-enter the Premises and remove all persons and property from the Premises. Landlord may store any property Landlord removes from the Premises in a public warehouse or elsewhere at the cost and for the account of Tenant. Upon such re-entry, Landlord is not obligated to but may relet all or any part of the Premises to a third party or parties for Tenant's account. Tenant is immediately liable to Landlord for all re-entry costs and must pay Landlord the same within five (5) days after Landlord's notice to Tenant. Landlord may relet the Premises for a period shorter or longer than the remaining Term. If Landlord relets all or any part of the Premises, Tenant will continue to pay Rent when due under this Lease and Landlord will refund to Tenant the Net Rent Landlord actually receives from the reletting up to a maximum amount equal to the Rent Tenant paid that came due after Landlord's reletting. If the Net Rent Landlord actually receives from reletting exceeds such Rent, Landlord will apply the excess sum to future Rent due under this Lease. Landlord may retain any surplus Net Rent remaining at the expiration of the Term.

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

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

14.2.4 Self Help. Perform the obligation on Tenant's behalf without waiving Landlord's rights under this Lease, at law or in equity and without releasing Tenant from any obligation under this

Lease, Tenant will pay to Landlord, as a sum to be added to the Basic Rent, all sums Landlord pays and obligations Landlord incurs on Tenant's behalf under this section.

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

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

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

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

14.6 No Waiver. Except as specifically set forth in this Lease, no failure by Landlord or Tenant to insist upon the other party's performance of any of the terms of this Lease or to exercise any right or remedy upon a breach thereof, constitutes a waiver of any such breach or of any breach or default by the other party in its performance of its obligations under this Lease. No acceptance by Landlord of

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

ARTICLE 15 CREDITORS; ESTOPPEL CERTIFICATES

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

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

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

15.4 Estoppel Certificate.

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

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

ARTICLE 16 TERMINATION OF LEASE

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

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

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

ARTICLE 17 ADDITIONAL PROVISIONS

17.1 Initial Improvements. Space as is.

ARTICLE 18 MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[Signature page on next page]

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

LANDLORD:

Dated: _____

WCF I, LLC

By: _____

Name: Aaron Sparboe

Title: Managing Member

TENANT:

Dated: _____

The County of Yellowstone

By: _____

Name: _____

Title: _____

EXHIBIT "A"
DEFINITIONS

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

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

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

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

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

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

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

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

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

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

"City" means Billings.

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

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

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

Lease as **EXHIBIT "D"**.

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

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

"County" means Yellowstone.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the Effective Date affecting title to the Property.

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

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

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

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

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

"Rent" means, collectively, Basic Rent.

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

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

"State" means the State of Montana.

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

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

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

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

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

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

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

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

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

EXHIBIT "B"
LEGAL DESCRIPTION OF LAND

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

EXHIBIT "C"
FLOORPLAN

(TO BE ATTACHED)

EXHIBIT "D"
COMMENCEMENT DATE MEMORANDUM

THIS MEMORANDUM is made and entered into as of _____, 2025 by and between WFC I, LLC ("Landlord") and The County of Yellowstone ("Tenant").

RECITALS:

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

ACKNOWLEDGMENTS:

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

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

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

[Signatures page on next page]

LANDLORD:

WFC I, LLC

By: _____

Name: Aaron Sparboe

Title: Managing Member

TENANT:

The County of Yellowstone

By: _____

Name: _____

Title: _____

EXHIBIT "E"
BUILDING RULES

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

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

or for any immoral or illegal purpose.

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

EXHIBIT "F"
LANDLORD'S IMPROVEMENTS

Landlord is not providing any improvements

B.O.C.C. Regular

2. a.

Meeting Date: 04/01/2025

Title: State Highway Traffic Safety - MDT Grant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

MDT Grant - Agreement between MDT and Yellowstone County DUI Task Force - State Highway Traffic Safety, 2025 Alcohol and Drug Symposium

BACKGROUND:

State Highway Traffic Safety, 2025 Alcohol and Drug Symposium, DUI Task Force MDT Grant

RECOMMENDED ACTION:

Approve.

Attachments

MDT Grant State Highway Traffic Safety - DUI Task Force

**Standard Agreement
State Highway Traffic Safety Section**

This Agreement is made and entered into by and between the MONTANA DEPARTMENT OF TRANSPORTATION, 2701 Prospect Avenue, PO Box 201001, Helena, Montana, Congressional District 2, hereinafter called the “Department” and **Yellowstone County DUI Task Force, P.O. Box 20982, Billings, Montana, 59104**, hereinafter called the “Subrecipient”.

Funds provided are described in the Assistance Listing number(s) **20.600 awarded** by the United States Department of Transportation, National Highway Traffic Safety Administration (NHTSA), as authorized **by 23 U.S.C; 402, State and Community Highway Safety Programs. Actual award is contingent upon the availability of NHTSA funding.** MDT received this funding through Federal Award Identification Number(s) (FAIN) **69A37522300004020MT0** awarded throughout the federal fiscal year 2025. For Federal Fiscal Year 2025 (October 1, 2024 – September 30, 2025) the estimated total of this/these Federal Award(s) is **\$2,886,991 respectively.**

ARTICLE 1. PROJECT

Section 1.1 **Purpose of Contract.** This project provides assistance for the Sub-recipient’s highway traffic safety program, as per 23 CFR; **402.**

Section 1.2 **Scope of the Project.** The Sub-recipient shall implement and utilize project funding as described in the FFY2025 Grant Application for Highway Traffic Safety Funding and provided in the objectives from Sub-recipient’s application. The Sub-recipient shall use its best efforts to efficiently and economically complete the Project.

Section 1.3 **Project Description.** **Yellowstone County DUI Task Force Alcohol & Drug Symposium** (see attachment B for full scope).

Section 1.4 **Period of Performance.** This project shall be started by the Sub-recipient within 10 days of **execution of the contract**, and shall be completed no later than **September 30, 2025**, unless the Department grants express written approval.

Section 1.5 **Costs of Project.** The total funding for the project shall be **\$5,000.00** (see attachment C). If during the term of this agreement, federal funds are reduced or eliminated, the Department may immediately terminate or reduce the grant award upon written notice to the Project Director.

Section 1.6 **Indirect Costs.** Indirect costs (IDC) must comply with 2 CFR Part 200.414 and Sub-part F– Appendices III-VIII and be approved by the Sub-recipient’s federal cognizant agency. Sub-recipient shall submit a copy of the IDC approval letter to the Department for approval prior to execution of the Agreement. If approval is not received prior to execution of the Agreement, the Department will not make reimbursement payments until the IDC approval has been received and approved by the Department.

If the Montana Department of Transportation is the Sub-recipient’s primary source of federal funds, the Sub-recipient shall submit a copy of its indirect cost plan to MDT for review and approval.

If the Sub-recipient does not have a negotiated indirect cost rate, a de minimis rate of 15% may be used. If there is a change in the indirect cost rate, Subrecipient must notify the Department to request a budget modification and the Department will determine whether an IDC rate adjustment is allowable.

Section 1.7 **Definitions.** (a) “Major item of apparatus or equipment” means an item with a useful life of more than one year and costing \$10,000.00 or more per unit.

(b) "Traffic Safety purposes" means a project purpose which meets the State highway safety program, approved by the Secretary of Transportation, which is designed to reduce traffic crashes and the resulting deaths, injuries, and property damage from those crashes.

(c) "Useful life" means the expected, projected or actual period of time during which the equipment continues to function as designed without significant repair costs.

Section 1.8 **Equipment.** All equipment, including tools, for which purchase reimbursement is sought, will be used exclusively for traffic safety purposes. The equipment purchases are subject to the following provisions:

- (a) Any major item of apparatus and equipment for which reimbursement is sought and which is not identified specifically in the Proposal and approved as part of this Agreement shall be submitted in writing for approval by the Department prior to the purchase.
- (b) A major item of apparatus or equipment must be obtained by proper competitive practices in accordance with State of Montana purchasing laws and regulations.
- (c) The Sub-recipient must certify that the equipment costs shown in the Proposal as direct costs are excluded from the items in the indirect cost calculation, if applicable.
- (d) The Sub-recipient agrees to properly title any vehicle or other equipment which requires a title by State statute, in Sub-recipient's name.
- (e) The Sub-recipient agrees to activate the warranty on any equipment for which a warranty is available.
- (f) The Sub-recipient agrees to maintain records of any equipment and make such records and equipment available for inspection by the Department or its authorized representatives.
- (g) The Sub-recipient agrees to maintain the equipment for its stated program purposes for the useful life of the equipment.
- (h) The Sub-recipient agrees to retain ownership and/or title to the equipment for the equipment's useful life, and shall not sell, convey or otherwise transfer title or ownership of the equipment to any other governmental or private party, except as stated in this Agreement.
- (i) The Sub-recipient agrees to notify the Department if the equipment is not suited for its stated program purpose or is not in actual use by Sub-recipient as stated in the Agreement at any time during the useful life of the equipment. Sub-recipient agrees it shall not discontinue use, abandon, store, or otherwise cease use of the equipment for any reason whatsoever, unless notification is provided to the Department.
- (j) The Sub-recipient agrees that any equipment not in actual use by Sub-recipient during the equipment's useful life may be recovered by the Department, and possession (or title where applicable) transferred or conveyed permanently to the Department for redistribution to other program recipients.
- (k) The Sub-recipient agrees that any equipment which reaches the conclusion of its useful life may be disposed of by Sub-recipient, with prompt notification to the Department.
- (l) The Sub-recipient agrees that it shall maintain records of the disposition of the equipment after its useful life, for a period of three years beyond the disposition date.

Section 1.9 **Insurance.** During the Agreement term, the Sub-recipient shall maintain insurance or self-insurance (property damage and liability) adequate to protect the federal share portion of Project facilities and equipment. Sub-recipient will furnish proof of such insurance for the State's approval. Certificates of Insurance, indicating compliance with the required coverages, must be filed with the Purchasing Services Bureau within ten (10) working days of notice of award. This requirement, however, does not pertain to state and local government Sub-recipients. The proof of insurance/exemption must be valid for the entire agreement period. Agreements will not be issued to Sub-recipients that fail to submit insurance certification for proof of Workers' Compensation Insurance valid in the State of Montana or proof of exemption thereof.

Section 1.10 **Reporting/Close-out/Reimbursement Requests.** Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, see Attachment D, Reporting Schedule.

Reports are due 30 days following the end of the reporting period. The final report shall serve as close-out for contracts. Equipment contracts require annual reports throughout the useful life of the equipment. Reimbursement requests will not be considered unless accompanied by or referring to a submitted progress report.

Section 1.11 **Mandatory Disclosures.** The Sub-recipient must disclose, in a timely manner, in writing to the Department all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Failure to make required disclosures may result in any of the remedies described in 2 CFR §200.338, including suspension or debarment, in accordance with 2 CFR §200.113.

Section 1.12 **Internal Controls.** The Sub-recipient must establish and maintain effective internal controls over the award that provide reasonable assurance to the Department that the Sub-recipient is managing the award in compliance with Federal statutes, regulations, and terms and conditions of the Federal award, in accordance with 2 CFR §200.303.

Section 1.13 **Single Audit.** The Sub-recipient may be subject to the audit requirements of 2 CFR 200 Subpart F if the audit threshold in 2 CFR 200.501 of \$1,000,000 is met. An audit must be conducted in compliance with 2 CFR 200 Subpart F if required. The audit must be completed, and the data collection form and reporting package submitted to the Federal Audit Clearinghouse within the earlier of 30 calendar days after the receipt of the auditor's report(s) or nine months after the end of the audit period. For local governments and school districts, the Sub-recipient will provide the report to the State of Montana, Department of Administration, Local Government Services Bureau. All other Sub-recipients such as Tribal Communities and Non-Profit Organizations will provide the report to the State of Montana, Department of Transportation, Audit Services if audit findings are discovered.

If a subrecipient fails to submit a single audit within the required timelines, MDT will not reimburse the subrecipient for grant expenditures. Subrecipient should cease project activity unless subrecipient can incur the expense without reimbursement. In addition, MDT will be unable to enter into future agreements with subrecipient until compliance with this section is completed including any corrective action required is taken.

Section 1.14 **Sub-Recipient Monitoring.** The Sub-recipient agrees MDT may subject the Sub-recipient to additional sub-recipient monitoring by the MDT State Highway Traffic Safety Program, at MDT's discretion, if the Sub-recipient acts or fails to act in any way that increases the risk of sub-recipient's inability to comply with the Agreement and/or federal and state grant requirements.

ARTICLE 2. TERMS AND CONDITIONS

Section 2.1 **Default.** Nonperformance by the sub-recipient of any obligation imposed by this Contract, including noncompliance with the federal assurances, or reduction of local project cost funding, will constitute default.

Section 2.2 **Termination.** This agreement may be terminated at any time based upon mutual written consent of the parties. The Department may terminate this Agreement with or without notice by giving the Sub-recipient ten (10) business days written notice. If the agreement is so terminated prior to the end of the Period of Performance, MDT will only reimburse the Sub-recipient for actual expenses, both direct and indirect, incurred to the date of termination.

Section 2.3 **Litigation.** In the event of litigation concerning this agreement, venue shall only be in the First Judicial District Court of the State of Montana, Lewis and Clark County.

Section 2.4 **Agreement Modification.** Any change in the agreement will only be by written agreement of the Parties.

Section 2.5 **Subcontracting**. Sub-recipient will not assign, sublet or transfer any part of this Agreement except by written subcontract, and with the prior written consent of the Department. The Sub-recipient must provide a copy of the draft subcontract to the assigned program manager for review and approval prior to finalization. Nothing contained within this document shall create any contractual relationships between any sub-Sub-recipient and the Department.

Section 2.6 **Indemnification**. Sub-recipient shall indemnify, defend, and hold harmless the State of Montana, Department of Transportation, its employees and agents from and against all claims, demands, or actions from damages to property or injury to persons or other damage to persons or entities arising or resulting from the performance of this Contract, including all costs and attorney fees.

Section 2.7 **Compliance with Laws**. Some of the clauses contained in this agreement are not governed solely by Federal law, but are significantly affected by State law. The laws and regulations cited in this agreement are not all-inclusive of those which may apply to the successful completion of this agreement. The Sub-recipient understands that it is its responsibility to learn which federal, state and local laws and regulations will apply to its operation under this agreement, and that Sub-recipient is solely responsible for its lawful compliance with all laws and regulations, including those in the attached Non-Discrimination Notice (attachment A).

Section 2.8 **Access and Retention of Records**. The Sub-recipient agrees to provide the Department, USDOT, the Legislative Auditor or their authorized agent access to any records to determine compliance with this agreement. The Sub-recipient agrees to create and retain records supporting this agreement for a period of three (3) years after the completion date of the agreement or at the conclusion of any claim, litigation, or exception relating to this agreement taken by the Department or third party.

Section 2.9 **Severability and Integration**. If any part, or parts, of this Contract are determined to be void, the remaining parts will remain valid and operative. This document, together with its schedules, attachments, and exhibits, represent the complete and entire understanding of the parties on its subject matter. No provision, express or implied, arising from any prior oral or written request, bid, inquiry, negotiation, contract, or any other form of communication, shall be a provision of this contract unless it is reduced to writing, signed by the parties, and attached to this document.

Section 2.10 **Waivers**. A party's failure to enforce any provision of this Contract shall not be construed as a waiver excusing the other party's future performance.

Section 2.11 **Seat Belt Policy**. In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The NHTSA is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

ARTICLE 3. FEDERAL REQUIREMENTS

The Sub-recipient understands that this agreement includes requirements specifically prescribed by Federal law or regulation. The Sub-recipient acknowledges they have read, understood, and agree to comply with the NHTSA federal fiscal year 2025 Certifications and Assurances and all Highway Safety Grant (23 U.S.C, Chapter 4) requirements including applicable federal statutes and regulations that are in effect during the grant period. The Sub-recipient also agrees to comply with any additional requirements the Department imposes on the Sub-recipient to ensure the federal award is used in accordance with federal statutes, regulations and the terms and conditions of the federal award.

Section 3.1. **Nondiscrimination**. The State highway safety agency (and its subrecipients) will comply with all Federal statutes and implementing regulations relating to nondiscrimination (“Federal Nondiscrimination Authorities”). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **49 CFR part 21** (entitled Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- **28 CFR section 50.3** (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601)**, (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (requiring that recipients of Federal financial assistance provide meaningful access for applicants and beneficiaries who have limited English proficiency (LEP));
- **Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities through the Federal Government** (advancing equity across the Federal government); and
- **Executive Order 13988, Preventing and Combating Discrimination on the Basis of Gender Identity or Sexual Orientation** (clarifying that sex discrimination includes discrimination on the grounds of gender identity or sexual orientation).

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations”, respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Sub-recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA.”

Specific Assurances

More specifically, and without limiting the above General Assurances, the Sub-recipient agrees with and gives the following Assurances:

1. The Sub-recipient agrees that each “activity,” “facility,” or “program,” as defined in [§ 21.23\(b\)](#) and [\(e\) of 49 CFR part 21](#) will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.

2. The Sub-recipient will insert the following notification in all solicitations for bids, Requests for Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, [42 U.S.C 2000d to 2000d-4](#)) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.”

3. The Sub-recipient will insert the clauses of appendix A and E of this USDOT Order 1050.2A in every contract or agreement subject to the Acts and the Regulations.

4. The Sub-recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.

5. That where the Sub-recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.

6. That where the Sub-recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.

7. That the Sub-recipient will include the clauses set forth in appendix C and appendix D of USDOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Sub-recipient with other parties:

- a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
- b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

8. That this Assurance obligates the Sub-recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal

property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Sub-recipient, or any transferee for the longer of the following periods:

- a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
- b. the period during which the Recipient retains ownership or possession of the property.

9. The Sub-recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.

10. The Sub-recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

The Sub-recipient agrees to comply and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. The Sub-recipient must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. The Sub-recipient must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. The Sub-recipient must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The Sub-recipient acknowledges that the above General and Specific Assurances are binding on the State highway safety agency, the Sub-recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program.

Section 3.2 **Political Activity (Hatch Act)**. The Sub-recipient will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

Section 3.3 **Certification Regarding Federal Lobbying**. The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Section 3.4 **Restriction on State Lobbying.** None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Section 3.5 **Certification Regarding Debarment and Suspension.**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.

4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.

6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov/>).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

- (1) The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

4. The terms *covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded*, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website: (<https://www.sam.gov/>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3.6 **Buy America Act.** The state and each subrecipient will comply with the Buy American requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel iron and manufactured products produced in the United State with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

3.7 **Certification of Conflict of Interest.**

General Requirements

No employee, officer or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
 - a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
 - b. The code or standards shall establish penalties, sanctions or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

Disclosure Requirements

No State or its subrecipient, including its officers, employees or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.

3. Conflicts of interest that require disclosure include all past, present or currently planned organizational, financial, contractual or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

3.8 Prohibition of Using Grant Funds to Check for Helmet Usage. The state and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Project Directors and Points of Contact

The following individuals will be the respective project directors and points of contact for the Department and Sub-recipient.

Department:

Project Director:

1. Name Kevin Dusko
2. Title State Highway Traffic Safety Section Supervisor
3. Address P.O. Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-7411
5. Email kedusko@mt.gov

Point of Contact:

1. Name Allison Malensek
2. Title Transportation Planner/Impaired Driving Coordinator
3. Address PO Box 201001
Helena, Montana 59620-1001
4. Phone (406) 444-7417
5. Email amalensek@mt.gov

Sub-recipient:

Project Director:

1. Name Brandon Ihde
2. Title Chair
3. Address P.O. Box 20982
Billings, Montana 59104
4. Phone (406) 489-4885
5. Email ihdeb@billingsmt.gov

Point of Contact:

1. Name Darla Tyler-McSherry
2. Title Coordinator
3. Address P.O. Box 20982
Billings, Montana 59104
4. Phone (406) 855-9388
5. Email dtylermcsherry@hotmail.com

Fiscal contact:

1. Name Anna Ullom
2. Title Senior Accountant
3. Address P.O. Box 35003
Billings, Montana 59101
4. Phone (406) 256-5783
5. Email aullom@yellowstonecountymt.gov

Agreement and Authorization to Proceed

The Sub-recipient warrants it has the lawful authority to enter into this Agreement on behalf of the Sub-recipient, and that it has taken all actions and complied with all requirements necessary to execute the authority lawfully in entering into this Agreement, and that the undersigned signatory for Sub-recipient has been lawfully delegated authority to sign this Agreement on behalf of the Sub-recipient.

Authorizing Official of the Sub-recipient

- 1. Name Mark Morse
- 2. Title Commissioner
- 3. Address P.O. Box 35000
Billings, Montana 59101
- 4. Phone (406) 256-2701
- 5. Email mmorse@yellowstonecountymt.gov

6. Signature _____

_____ Date

Delegation of Managing authority

To Project Director:

- 1. Name Brandon Ihde
- 2. Title Chair
- 3. Address P.O. Box 20982
Billings, Montana 59104
- 4. Phone (406) 489-4885
- 5. Email ihdeb@billingsmt.gov

6. Signature _____

_____ Date

Montana Department of Transportation Approval

- 1. Name/Title Rob Stapley, Rail, Transit, Planning Division Administrator
- 2. Address Montana Department of Transportation
PO Box 201001, Helena, Montana 59620-1001
- 3. Phone (406) 444-3445
- 4. Email rostapley@mt.gov

5. Signature _____

_____ Date

Attachment A

Rev. 01/2022

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation (“MDT”) is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter “protected classes”) by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin, sex, sexual orientation, gender identity, age, disability, income-level & Limited English Proficiency

State protected classes

Race, color, national origin, parental/marital status, pregnancy, childbirth, or medical conditions related to pregnancy or childbirth, religion/creed, social origin or condition, genetic information, sex, sexual orientation, gender identification or expression, ancestry, age, disability mental or physical, political or religious affiliations or ideas, military service or veteran status, vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY’s representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) **Pertinent Non-Discrimination Authorities:** During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration's Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

Attachment B – Objectives

The 2025 Yellowstone County DUI Task Force Alcohol and Drug Symposium is a collaborative effort, which consists of law enforcement agencies including the Sheriff's Office, Highway Patrol, Billings Police, MSU Billings University Police, Laurel Police Department, Motor Carrier Services, and Probation & Parole. There is representation from the City of Billings and the County Attorney's Office for prosecuting DUI. STEER Court also represents treatment. Our prevention partners are South Central Regional Mental Health Center and RiverStone Health. Billings Clinic represents the local hospitals.

On May 1 and 2, 2025, in Billings, MT at the DoubleTree Hilton Hotel the 2025 Yellowstone County DUI Task Force Alcohol and Drug Symposium will bring together to collaborate with Law enforcement professionals, treatment specialists, prevention specialists, and prosecutors from across Montana, Wyoming, North Dakota, South Dakota, and potentially even a broader reach across the region, including Colorado and Utah. Educators, victims and family members of victims of impaired driving crashes, and the general public are also welcome to attend.

The following four objectives have been identified with five primary outcomes.

Objectives:

1. Provide the latest information on impaired driving detection, prosecution, and prevention by hosting an event that utilizes local- and nationally-recognized experts in respective fields.
2. Provide networking opportunities for professionals from across Montana, Wyoming, the Dakotas, and even a broader reach across the Western U.S.
3. Raise public awareness to the issue of ever-changing challenges of detecting, preventing, prosecuting, and treating impaired drivers.
4. Provide continuing education for professionals via POST credits for law enforcement, CLEA credits for attorneys, and provide an opportunity for mental health professionals to claim this event towards their continuing education requirements.

Outcomes:

1. Increase in local and regional expertise on impaired driving detection, prosecution, prevention and treatment with a focus on opioids, fentanyl-based substances, synthetics and cannabis.
2. Create a cross sector/vertical to better inform and support the continuum from prevention, to enforcement, to treatment.
3. Provide high quality, national expert training on the topic to support local agencies and individuals.
4. Increase the task force's knowledge of opioids, fentanyl-based substances, synthetics, cannabis and other drugs to enable better support of driving-related incidents.
5. Reduce the total number of impaired driving fatalities in Yellowstone County and the region.

Attachment C – Budget

A. Personnel Services

Description	Type of Personnel Service	Proposed MDT-SHTSS Funding	Total
		\$0.00	\$0.00

Personnel Services Narrative

Budget Narrative

B. Contracted Services

Description	Type of Contract Service	Proposed MDT-SHTSS Funding	Total
Presenter Fees	Other	\$5,000.00	\$5,000.00
		\$5,000.00	\$5,000.00

Contracted Services Narrative

Budget Narrative
The funds will be used to cover the presenter fees. We are utilizing both local- and nationally-recognized experts in many aspects of impaired driving, including interdiction, treatment, and prevention.

C. Operating Expenses

Description	Type of Operating Expense	Proposed MDT-SHTSS Funding	Total
			\$0.00

D. Travel

Description	Type of Travel	Proposed MDT-SHTSS Funding	Total
		\$0.00	\$0.00

Travel Narrative

Budget Narrative

Total Project Budget

Total Proposed MDT-SHTSS Funding \$5,000.00

Attachment D – Reporting Schedule

Sub-recipient shall advise the State in writing of project progress at such times and in such manner as the State may require, but not more often than monthly or less than quarterly. Status reports shall be submitted with all requests for reimbursement. Reports and reimbursement requests are due 30 days following the end of the reporting period outlined below. The fourth quarter shall serve as the final report and close-out for contracts. Unless otherwise directed by MDT, all status reports and reimbursement requests shall be submitted through Webgrants and follow the schedule outlined below for reporting periods.

Report required	Due date
First quarter report <i>(covering contract progress in October, November, December)</i>	January 30
Second quarter report <i>(covering contract progress in January, February, March)</i>	April 30
Third quarter report <i>(covering contract progress in April, May, June)</i>	July 30
Fourth quarter report/Final Report <i>(covering contract progress in July, August, September)</i>	October 30

B.O.C.C. Regular

2. b.

Meeting Date: 04/01/2025

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated check.

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On October 12, 2023 Yellowstone County issued a warrant numbered 22926 to RAUSCH, FREDERICK (Principal) in the amount of \$330.00. The warrant was drawn in payment of Restitution CR-910-11-0457. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$330.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 660.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Fred Rausch
Principal Signature

30 Lauretta Drive
Mailing Address for replacement check

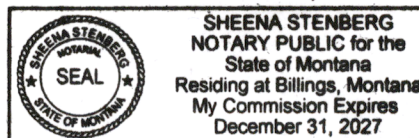
Billings, MT 59101
City, State Zip

State of Montana)
County of Yellowstone) : (seal/stamp)

This instrument was acknowledged before me on this 17th day of March, 2025,
by Fredrick Rausch

Sheena Stenberg
Notary Signature

(NOTARIAL SEAL/STAMP)



APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____, dated _____ (completed by County)

B.O.C.C. Regular

2. c.

Meeting Date: 04/01/2025

Title: Yellowstone Valley Animal Shelter FY25 PILT Request

Submitted For: Jennifer Jones, Finance Director Submitted By: Juli Bjornebo

TOPIC:

Yellowstone Valley Animal Shelter FY25 PILT Request

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Discuss

Attachments

YVAS PILT Funding Request

March 24, 2025

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107



Dear Commissioners Ostlund, Morse, and Waters:

I am writing to formally request consideration for a \$5,000 funding allocation from the Payment in Lieu of Taxes (PLIT) fund to support the Yellowstone Valley Animal Shelter's capital campaign. As you know, Yellowstone Valley Animal Shelter (YVAS) provides critical services such as animal rescue, rehabilitation, and adoption, while also working tirelessly on community outreach and education.

The capital campaign we are currently undertaking is a vital step forward for our shelter. The campaign aims to expand and enhance our facilities to better meet the growing needs of our community. With increased space and updated resources, we will be able to accommodate more animals, improve our spay and neuter programs, and enhance our ability to provide essential veterinary care and education services.

To date, we have raised \$6 million, thanks to the generosity of our supporters, including a significant \$2 million contribution from the Waggoner Family. The funds we are requesting from the PLIT fund will help us reach our goal, allowing us to provide an even higher standard of care to the animals and people of our community.

Your support in this endeavor would not only benefit YVAS but also the entire Yellowstone County community, as we continue to work together to promote responsible pet ownership and ensure the safety and well-being of our animals.

Thank you for considering our request. We deeply appreciate the ongoing support from Yellowstone County and look forward to the possibility of collaborating on this important initiative.

Sincerely,

A handwritten signature in black ink, appearing to read "Triniti Halverson", is written over a faint circular stamp.

Triniti Halverson

Executive Director

triniti.halverson@yvas.org

B.O.C.C. Regular

2. d.

Meeting Date: 04/01/2025

Title: Notice of Award - Metra Forklift Purchase

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice of Award - Metra Forklift Purchase to Tractor & Equipment Co.

BACKGROUND:

A Notice of Intent to Award was approved and published on March 25th, 2025 with the intent to award Tractor & Equipment, Co. the Metra forklift purchase for a total of \$49,913.09. The Finance department is requesting approval to send the notice of award and order documents to Tractor & Equipment Co.

RECOMMENDED ACTION:

Approve notice of award and return a copy to Finance.

Attachments

Notice of Award - Metra Forklift



**Yellowstone County
Finance Department**

Notice of Award

Date of Issuance: 4/1/2025

Solicitation Title: MetraPark Forklift IFB

Solicitation Close Date: March 24th, 2025

Bidder: Tractor & Equipment, Co.

Bidder's Address: 5200 Southgate Dr, Billings, MT 59101

This document shall serve as notifications that Tractor & Equipment, Co. is the successful bidder for the MetraPark Forklift purchase for the base sum of \$49,913.09. Per bid documents, all material will be delivered to the MetraPark campus. Coordination of delivery must be made with the Purchasing Agent and MetraPark staff. A formal order will follow this document.

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: Bond for Lost Warrant

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bond for Lost Warrant

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or Deny.

Attachments

MetraPark Bond for Lost Warrant

BOND FOR LOST WARRANT

On January 17, 2025 Yellowstone County issued a warrant numbered 23979 to American Medical Response (Principal) in the amount of \$600.00. The warrant was drawn in payment for onsite EMT staff for the Cross-town basketball game 1/4/25. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$600.00 to replace the lost or destroyed warrant.

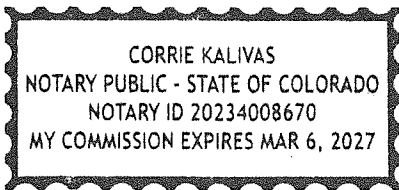
WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$1,200.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Signed this 17 day of March, 2025.
Trent Johnson Principal American Medical Response Principal
PO Box 841439
Mailing Address for replacement check
Dallas, TX - 75284-1439

SUBSCRIBED AND SWORN to before me this 17 day of March, 2025.

(NOTARIAL SEAL)



Corrie Kalivas
Notary public for the State of Colorado
Residing at Arapahoe County
My commission expires March 6, 2027

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____ (completed by County)

3/7/25

B.O.C.C. Regular

4. a.

Meeting Date: 04/01/2025

Title: SFY 2026 Yearly Gas Tax

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Yearly Fuel Tax Certification of Roadway Mileage - SFY 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or Deny.

Attachments

Yearly Fuel Tax Certification of Roadway Mileage SFY 2026

February 13, 2025

County Commissioners
Yellowstone County
PO Box 35000
Billings, MT 59107-5000

Subject: Yearly Fuel Tax Certification of Roadway Mileage – SFY 2026

It is important that the enclosed map and certification form be signed by a designated county official and returned to the Montana Department of Transportation (MDT) by March 14, 2025.

Each year the Montana Department of Transportation is required to determine fuel tax allocations distributed to Montana's cities, counties, and consolidated city-county governments as set forth in 15-70-101 MCA, as amended. One of the factors used to calculate the amount allocated to each local entity is road mileage. Mileage for counties consists of any road exclusive of the National Highway and Primary Systems within the county boundary and outside any incorporated city limits that meet the Fuel Tax Allocation criteria as stated below:

Fuel Tax Allocation mileage is a segment of road available for public use except during periods of extreme weather or emergency conditions, passable by a 2-wheel drive passenger car, and open to the general public. Restrictions include primitive trails, driveways to single residences, field access roads, parking lots, restrictive gates, orange markings on posts, or "No Trespassing" signs (MCA 45-6-201).

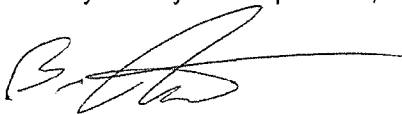
These routes do not indicate public access, ownership, or maintenance responsibility. Maintenance is not a factor in Fuel Tax Allocations nor are local governments required to maintain these routes.

The enclosed map(s) should be reviewed for completeness and accuracy. Road additions, deletions, names, or surface type updates should be marked on the map and returned with the signed certification form.

If you request the removal of any roads, please provide the reason in a brief note or other documentation. If you have any questions about a specific road, please call Brian Klapstein at 444-7289. Please **DO NOT INCLUDE NON-EXISTENT, PLATTED, or RESTRICTED ROADS**. Roads within the National Forest should not be included as part of your review. Eligibility and attribute information for these roads are determined by the U.S. Forest Service (USFS).

If your changes are available in an electronic GIS format, we would appreciate them being sent as well. Please contact us for assistance before submitting GIS data. To access maps, GIS data, or see more information about the Fuel Tax Allocations, go to <http://www.mdt.mt.gov/business/fueltax/allocations.shtml> or call me at 444-6103 or Brian Klapstein at 444-7289 with any questions.

Thank you for your cooperation,



Brian Andersen, Supervisor – Geospatial Information Section

Mileage Certification Form

In accordance with the provisions of Section 15-70-101, M.C.A., it is hereby certified that the Road mileage for Yellowstone County, exclusive of the National Highway System (including Interstate) and Primary System, is as follows:

<i>Roads Outside of Cities</i>	<i>Current Mileage</i>	<i>Added Mileage (Approximate)</i>	<i>Deleted Mileage (Approximate)</i>	<i>Adjusted Mileage (Approximate)</i>
Off-System	1515.161			
Secondary/Urban System	114.657	N/A	N/A	114.657
TOTAL	1629.818			

Any added or deleted mileage amounts shown above may differ from the calculated mileages derived using MDT's process. Additionally, MDT reserves the right to verify any additions or deletions that would significantly affect the fuel tax allocation program. If the number of miles to be added or deleted is significant, the verification process will occur during the **summer of 2025**, and eligible routes will be included in the calculations for the following year.

(Signature)

(Official Title)

_____, Montana
(City)

Date: _____

NOTE: PLEASE RETURN THIS CERTIFICATION FORM ALONG WITH THE SIGNED MAP OR GIS DATA ON OR BEFORE **MARCH 14, 2025** FOR FUEL TAX ALLOCATION. IF THERE ARE NO MILEAGE CHANGES ONLY THE SIGNED CERTIFICATION FORM IS REQUIRED FOR THE RETURN. YOU CAN MAIL, EMAIL, OR FAX THIS TO US.

Address for return:

State of Montana
Department of Transportation
Transportation Planning Division – Geospatial Information Section
PO Box 201001
2701 Prospect Avenue
Helena, MT 59620-1001

Fax: 406-444-7671
Email: bklapstein@mt.gov

B.O.C.C. Regular

4. b.

Meeting Date: 04/01/2025

Title: Recommendation of Award, Duck Creek Road Bridge Scour Mitigation

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Recommendation of Award – Construction Manager at Risk (CMAR) Services for Duck Creek Road Bridge Scour Mitigation to Sletten Construction Company

BACKGROUND:

Yellowstone County owns the Duck Creek Road Bridge. The bridge has been identified as scour critical. Yellowstone County needs to provide bridge scour mitigation. State and local funds will be used for the project.

On January 21, 2025, the BOCC approved the use of an alternate delivery method – construction manager at risk (CMAR) for the Duck Creek Road Bridge scour mitigation project. Great West Engineering assisted Yellowstone County with the preparation of documents and management of the alternate delivery method to procure a CMAR.

A request for qualifications was released at the end of January 2025. Three summary of qualifications (SOQs) were recognized by the BOCC on February 11, 2025, at a regular board meeting. A three-person committee reviewed the SOQs from Sletten Construction Company (Sletten), Cascade Civil Corp (Cascade), and Battle Ridge Builders. The committee shortlisted Sletten and Cascade and held interviews on February 25 and 26, 2025. Monica Plecker and Andy Dean from Public Works, and Brandon Duffey from Great West Engineering comprised the review committee. Sletten and Cascade then submitted proposals on March 17, 2025, providing their guaranteed maximum price (GMP) for the CMAR project. A decision matrix created by Great West Engineering was used to determine the highest score and rank using the committee's compiled scoring data and each firm's GMP. The firm with the highest rank was Sletten. It is the committee's recommendation to award the CMAR project to Sletten, and to proceed to contract negotiations.

The award recommendation letter from Great West Engineering and decision matrix are attached for reference.

RECOMMENDED ACTION:

Staff recommends the BOCC confirm the selection of Sletten Construction Company and allow staff to enter into contract negotiations.

Attachments

Duck Creek Award Recommendation

See what's possible.



March 21, 2025

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

**RE: Duck Creek Road Bridge Scour Mitigation– Award Recommendation
Great West Project No. 2-21127, Task Order 5**

Dear Monica:

The final step in the construction manager at risk (CMAR) procurement was submitted to the County on March 17, 2025. The selection committee added this final factor to the SOQ rankings to determine the best value for the County. Based on the decision matrix, which is attached for reference, we recommend that the County award the project to Sletten Companies out of Great Falls, MT.

Sincerely,

Great West Engineering, Inc.

A handwritten signature in blue ink, appearing to read "Brandon Duffey", is written over a horizontal line.

Brandon Duffey, PE
Project Manager

Encl: Certified Bid Tabs, Award Letters

BILLINGS

6780 Trade Center
Avenue
Billings, MT 59101
Ph: (406) 652-5000
F: (406) 248-1363

HELENA

2501 Belt View Drive
Helena, MT 59601
Ph: (406) 449-8627
F: (406) 449-8631

BOISE

3050 N Lakeharbor
Lane
Suite 201
Boise, ID 83703
Ph: (208) 576-6646

GREAT FALLS

702 2nd Street S, #2
Great Falls, MT 59405
Ph: (406) 952-1109

SPOKANE

9221 N Division Street
Suite F
Spokane, WA 99218
Ph: (509) 413-1430

Y:\Shared\Billings Projects\2-21127 - Yellowstone County On-Call\TO 5 - Duck Creek Rd Bridge Scour Repairs\Bidding\Duck Creek - Recommendation to Award.docx

www.greatwesteng.com

Committee Member	Company											
	Civil Corp						Sletten					
Scoring Criteria (max points)	SOQ			Interview			SOQ			Interview		
	A (20)	B (10)	C (25)	A (20)	B (10)	C (25)	A (20)	B (10)	C (25)	A (20)	B (10)	C (25)
Reviewer 1	15	10	19	15	10	21	20	10	21	20	10	23
Reviewer 2	15	9	18	15	9	18	18	9	18	18	9	18
Reviewer 3	12	10	19	12	10	19	20	9	19	20	9	19
Average Score	14	9.67	18.67	14.00	9.67	19.33	19.33	9.33	19.33	19.33	9.33	20
Total SOQ Score ¹	43.00						48.67					
Scoring Criteria D (Price Proposal)	6,967,296.00						6,896,374.88					
Variance from lowest price	1%						0%					
Criteria 4 Score (45 max.)	44.54						45.00					
Total Score	87.54						93.67					
Ranking	2						1					

1. Total SOQ score is based on average of scores after interview

2. Criteria 4 score is based on percentage of difference from lowest bid price vs. average bid price since only two bidders

B.O.C.C. Regular

5. a.

Meeting Date: 04/01/2025

Title: Opening of Laurel Elementary School

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Resolution 25-52, a Resolution Approving the Opening of Laurel Elementary School as Presented by the Yellowstone County Superintendent of Schools, Pursuant to Section 20-6-502(3), MCA

BACKGROUND:

Laurel School District #7-70 is opening Laurel Elementary School at the beginning of the 2025-2026 school year. The school will be located at the site of West Elementary School. The school is considered new by OPI. Pursuant to MCA 20-6-502(3), the petition to open the school, the Trustees' approval, and the findings of probable ANB are presented for the board's consideration.

RECOMMENDED ACTION:

Approve the resolution.

Attachments

Laurel Elementary Findings of Probable ANB

Laurel Elementary Petition and Trustee Approval

Laurel Elementary School Resolution

**FINDINGS OF PROBABLE AVERAGE NUMBER BELONGING (ANB)
LAUREL ELEMENTARY SCHOOL
April 1, 2025**

Summary

Pursuant to § 20-6-502(3), MCA, the board of county commissioners must approve or disapprove the opening or reopening of any (public) elementary school. In August 2025, Laurel School District #7-70 will complete construction of Laurel Elementary School, a new elementary school located at 502 Eighth Ave in Laurel. The new school is intended to serve Laurel students in Early Literacy-2nd grade.

On February 24, 2025, the Trustees of Laurel School District #7-70 approved a resolution calling for the opening of the new school. Pursuant to § 20-6-502(2), MCA, the trustees sent to the Yellowstone County Superintendent's office a copy of the resolution and a petition from the parents of at least two pupils who would attend the school.

Both the trustees' resolution and parent petition are required for the Commission to approve the opening. In addition, the County Superintendent must determine if the average number belonging (ANB) of the new school would be two or more. The Superintendent must also present findings on the "probable ANB" of the school for the Commission's consideration.

If approved, the Trustees' resolution, parent petition, and the Superintendent's estimate of the probable ANB will be forwarded to the State Superintendent for approval by June 1, 2025, as required in § 20-6-502(4), MCA.

Findings

ANB of Two or More:

The parent petition as submitted by the Laurel Trustees was reviewed per § 20-6-502(2), MCA, and it is determined that the ANB of Laurel Elementary would be two or more.

Probable ANB:

The District does not anticipate an increase in ANB with the opening of the new school. Students who attend South Elementary School (606 South 5th Street) and West Elementary School (502 8th Avenue—the location of the new school) will be shifted to the new school, resulting in an increase in ANB at the new school. South School will become the new Administration Building. The District reports that enrollment at the new school is estimated to be 376 students.

For the Commission's consideration the probable ANB at Laurel Elementary School in 2025-2026 is 376 students. If a more accurate estimate is available from the District by June 1, 2025, the revised projection will be provided to the State Superintendent at that time.

RESOLUTION CALLING TO REQUEST TO OPEN A NEW SCHOOL

WHEREAS, the Board of Trustees for the Laurel School District No. 7-70 have determined to open a new elementary school named Laurel Elementary School located at 502 Eighth Ave., Laurel, MT 59044 pursuant to 20-6-502, MCA.

BE IT RESOLVED, upon approval of this resolution, Laurel School District No. 7-70 will open Laurel Elementary School on September 2nd, 2025. The Average Number Belonging (ANB) of the Laurel Elementary School will include the present grades of Early Literacy -2nd grade. Therefore, the Board of Trustees do not anticipate additional ANB due to the opening of Laurel Elementary Schools. This new school will not be located more than twenty (20) miles beyond the incorporated limits of the City of Laurel.

BE IT RESOLVED, the Board of Trustees for the Laurel School District No. 7-70, of Yellowstone County, State of Montana, will submit to the Yellowstone County School Superintendent a copy of this resolution calling to open a new elementary school and a copy of the petition to open Laurel Elementary School as signed by at least two (2) parents of pupils who would attend the school.

BRIHANI HUNTER
Printed Name of Board Chair

[Signature]
Signature of Board Chair

Julie Jones
Printed Name of Clerk

[Signature]
Signature of Clerk

Dated this day February 24, 2025



Montana Code Annotated 2023

TITLE 20. EDUCATION

CHAPTER 6. SCHOOL DISTRICTS

Part 5. Opening and Closing of Schools

Opening Or Reopening Of Elementary School

20-6-502. Opening or reopening of elementary school. The trustees of any elementary district may open or reopen an elementary school of the district when the opening or reopening has been approved in accordance with the following procedure:

(1) The parents of at least two pupils who would attend the opened or reopened school petition the trustees of the district to open or reopen a school. The petition must identify the school, state the reasons for requesting the opening or reopening, and give the names of the children who would attend the school.

(2) If the trustees approve the opening or reopening of a school, they shall send the petition with a copy of their approval resolution to the county superintendent. The county superintendent shall review the petition to determine if the average number belonging (ANB) of the school would be two or more. If the trustees plan to open or reopen the school during the current school fiscal year, the trustees shall include the proposed opening date in the approval resolution and shall request that the process outlined in this section be expedited.

(3) The county superintendent shall present the petition, the trustees' approval, and the county superintendent's findings on the probable ANB to the board of county commissioners for their consideration. The board shall deny the opening or reopening of any school if the county superintendent's enrollment estimate for the school is less than two ANB. In all other cases, the board may approve or disapprove the requested opening or reopening of the elementary school.

(4) (a) If the board approves a school opening or reopening, the county superintendent shall send a copy of the approval, along with the petition, the trustees' approval, and the county superintendent's estimate of the probable ANB, to the superintendent of public instruction. Except under the circumstances described in subsection (4)(b), the trustees shall apply to the superintendent of public instruction for approval to open or reopen the school by June 1 prior to the beginning of the school year in which they intend to open or reopen the elementary school. The superintendent of public instruction shall approve or disapprove the requested opening or reopening of the elementary school by the fourth Monday of June. If the opening or reopening is approved, the superintendent of public instruction shall approve or adjust the ANB estimate of the county superintendent for the school and the ANB amount must be used for budgeting and BASE funding program purposes during the ensuing school fiscal year. An ANB amount may not be approved for the ensuing school fiscal year for an opening or reopening school when the request for the school has not been received by the superintendent of public instruction by June 1.

(b) (i) If the opening or reopening is approved and the trustees want to open or reopen the school during the current school fiscal year, the trustees shall submit a budget request to the superintendent of public instruction for that portion of the fiscal year in which the school will be in operation prior to the ensuing school fiscal year. The superintendent of public instruction shall approve or adjust the budget request and shall fund the budget for the portion of the school year in which the school will be in operation.

(ii) Before a school may open or reopen during the current school fiscal year, the school must be classified as an isolated school in accordance with the provisions of **20-9-302**, except that the dates in that section for the submission and approval of the application for classification do not apply and the application must be made at the same time that the application for opening or reopening the school is made.

History: En. 75-6602 by Sec. 200, Ch. 5, L. 1971; R.C.M. 1947, 75-6602; amd. Sec. 1, Ch. 105, L. 2001; amd. Sec. 21, Ch. 237, L. 2001.



Request to Open or Reopen an Elementary or Middle School

Please complete this form and return it, with the required documentation, to the Office of Public Instruction by **June 1** prior to the beginning of the school year in which you intend to open or reopen the elementary school. The OPI will approve or disapprove the opening of the high school before the fourth Monday of June preceding the first year of intended operation. This process is in accordance with the Opening of Schools statute Title 20, Chapter 6, Part 5, MCA.

Before submitting this form, please contact the School Accreditation team at opiaccred@mt.gov to initiate the accreditation process. Documentation of communication with the Accreditation team is required.

I: District Information

District Name Laurel School District #7 and 70 LE Number 970
County Name Yellowstone

II: New or Reopening School Information

School Name Laurel Elementary School

Is this a new or reopening school? New Reopening

If reopening, list the previously used school code: 1282

Address 502 Eighth Avenue

City/Town Laurel State MT ZIP 59044

Phone Number 406-628-3360

FAX Number 406-628-3375

Proposed Opening Date September 2, 2025

Does the school intend to open in the *current fiscal year*? Yes No

III: Budget Unit Information

1 Is the school located more than 20 miles beyond the incorporated limits of a city or town located in the district? Yes No

2 Is the school located at least 20 miles from any other school of the district? Yes No

3 Does the school have the same boundaries as the school it is replacing? Yes No

Grades to be served (Range) Kindergarten - 2



MONTANA OFFICE OF PUBLIC INSTRUCTION
SCHOOL FINANCE DIVISION

Estimated Early Literacy 15

Estimated ANB Kindergarten 123

Estimated ANB Grades 1-6 238

Estimated ANB Grades 7-8 _____

IV: Documentation Required

Please submit the following documents with this form:

- County Superintendent Approval:** The county superintendent shall send, on official letterhead, a document or document(s) which include a copy of:
 - the board of county commissioners' approval of the school opening or reopening
 - the parents' petition to the district,
 - the approval of the trustees of the district to open or reopen a school
 - the county superintendent's estimate of the probable ANB
- Location of School:** Attach a map of the district showing the location of each school within the district, as well as the location of the proposed new or reopened school.
- Evidence of Contact with OPI School Accreditation Team:** Include a record of emails showing that the Accreditation team has been contacted and accreditation proceedings have begun.
- If opening in the current fiscal school year ONLY:**
 - Include a budget request for that portion of the fiscal year in which the school will be in operation prior to the ensuing school fiscal year, per 20-6-502(4)(b)(i), MCA.
 - Request for Application for Classification as an Isolated School in accordance with the provisions of 20-6-502(4)(b)(ii), MCA and 20-9-302, MCA.
 - i. This document is not publicly available and will be sent to you upon request.

V: Submission of Documents

Because the documentation required will include student names, it must be remitted via the File Transfer Service.

How to Send the file(s) via Files Transfer Service

1. Go to <https://transfer.mt.gov/Transfer/Sent>
 - a. You will have to register if you have not already.
2. Select "Send a New File"
3. Upload the file(s) you wish to send.
4. Select "Continue"
5. Select the recipient option "General" or "State Employee"
6. Complete the recipient information

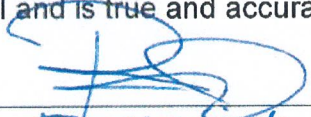


MONTANA OFFICE OF PUBLIC INSTRUCTION
SCHOOL FINANCE DIVISION

- a. If you have already been in contact with a member of School Finance to coordinate your submission, please send the files to them. If you have not yet contacted School Finance about this process, please contact us at OPISchoolFinance@mt.gov to connect with a team member.
7. Input a brief message which details the file information.
8. Select "Send"
9. Send a confirmation email to inform the recipient that the submission is complete.

VI: Signature of the Chairperson of Board of Trustees

The information provided within this request and attached documents is submitted to the Superintendent of Public Instruction for the purpose of opening or reopening an elementary school and is true and accurate to the best of my knowledge.

Signature  _____
Name BRUNANTZNER _____
Date 2-24-25 _____



Additional Information

Isolation Classification Information *for schools opening in the current fiscal school year (20-6-502(4)(b)(ii), MCA and 20-9-302, MCA.)*

A district submitting a request to open or reopen an elementary school with an opening date during the current school fiscal year must receive approval from the Office of Public Instruction to have the school classified as an isolated school in accordance with Section 20-9-302, MCA. When applying for the isolation classification, the dates in 20-9-302(3), MCA for the submission and approval of the application do not apply and the isolation classification application must be made at the same time that the application for opening or reopening the school is made. A district making such request for isolation classification of a new or reopened school should request and complete the Application for Classification as an Isolated School, form #FP-5. The form must be requested from the OPI School Finance Team at OPISchoolFinance@mt.gov.

Budget Request Information *for schools opening in the current fiscal school year*

The undersigned Chairperson of the Board of Trustees requests the opening or reopening of an elementary school, and hereby submits a budget request to the Superintendent of Public Instruction for the portion of the current school fiscal year in which the school will be in operation. The undersigned Chairperson understands that this request is contingent upon the approval of the opening or reopening of the elementary school by the Superintendent of Public Instruction.

Items listed in Documentation Required

Parent Petition: Include a list of the names and grades of students who will attend the new or reopened school. The petition must identify the school, be signed by the parents of at least two pupils, state the reasons for requesting the opening or reopening and give the names of the children who would attend the school.

Board of Trustees' Approval Resolution: If this request is made for a school that will open or reopen during the current school fiscal year, the proposed opening date must be included in the approval resolution. The trustees' approval resolution should also request that the process in Section 20-6-502, MCA, be expedited.

Board of County Commissioners' Approval: This document indicates the county's approval of the new or reopened school and often includes minutes from the meeting at which approval was granted.

Application Form # FP-5, Application for Classification as an Isolated School: This application is only required if the request to open or reopen an elementary school is made for a school that will open or reopen during the current school fiscal year.

Letter to OPI Accreditation Division indicating the district is opening a school and will be pursuing accreditation

Petition to reopen and rename West School to Laurel Elementary School

To the Laurel School Board of Trustees:

We, the undersigned residents of Laurel, MT, hereby petition for the reopening and renaming of West School to Laurel Elementary School for students enrolled in Early Literacy through 2nd Grade located at 502 Eighth Ave, Laurel MT 59044.

Reasons for Requesting [Opening/Reopening]:

- **Overcrowding:** Existing schools are overcrowded, leading to large class sizes and limited resources.
- **Educational Needs:** Laurel Elementary School would provide specialized programs or educational approaches not currently available in the district (e.g., arts focus, STEM programs, Music).
- **Community Needs:** The school would serve as a vital community hub, offering extracurricular activities, after-school programs, and a gathering space for residents.
- **Improved Access:** Laurel Elementary School would provide greater access to education for students in Laurel, reducing travel time and improving safety.

We believe that [Opening/Reopening] Laurel Elementary School would:

- Improve student learning outcomes.
- Reduce class sizes and provide more individualized attention.
- Enhance the educational opportunities available to students.
- Strengthen the sense of community.
- Increase property values in the surrounding area.

Children Who Would Attend the School:

- Sage Lowell
- Alice Jones
- _____
- _____
- _____
- _____
- _____

We respectfully request that you consider our petition and take the necessary steps to [open/reopen] Laurel Elementary School.

Signature

Address

Date

Maggie Powell

2025 Driftwood River Dr.
Laurel MT

1/20/2025

[Signature]

619 E. Main St
Laurel MT

1/20/25



W 6th St

W 6th St

W 6th St

8th Ave

W 12th St Cir



Laurel Elementary School



West Elementary School

W 5th St

8th Ave

W 12th St Cir



Quality Trailer Rentals

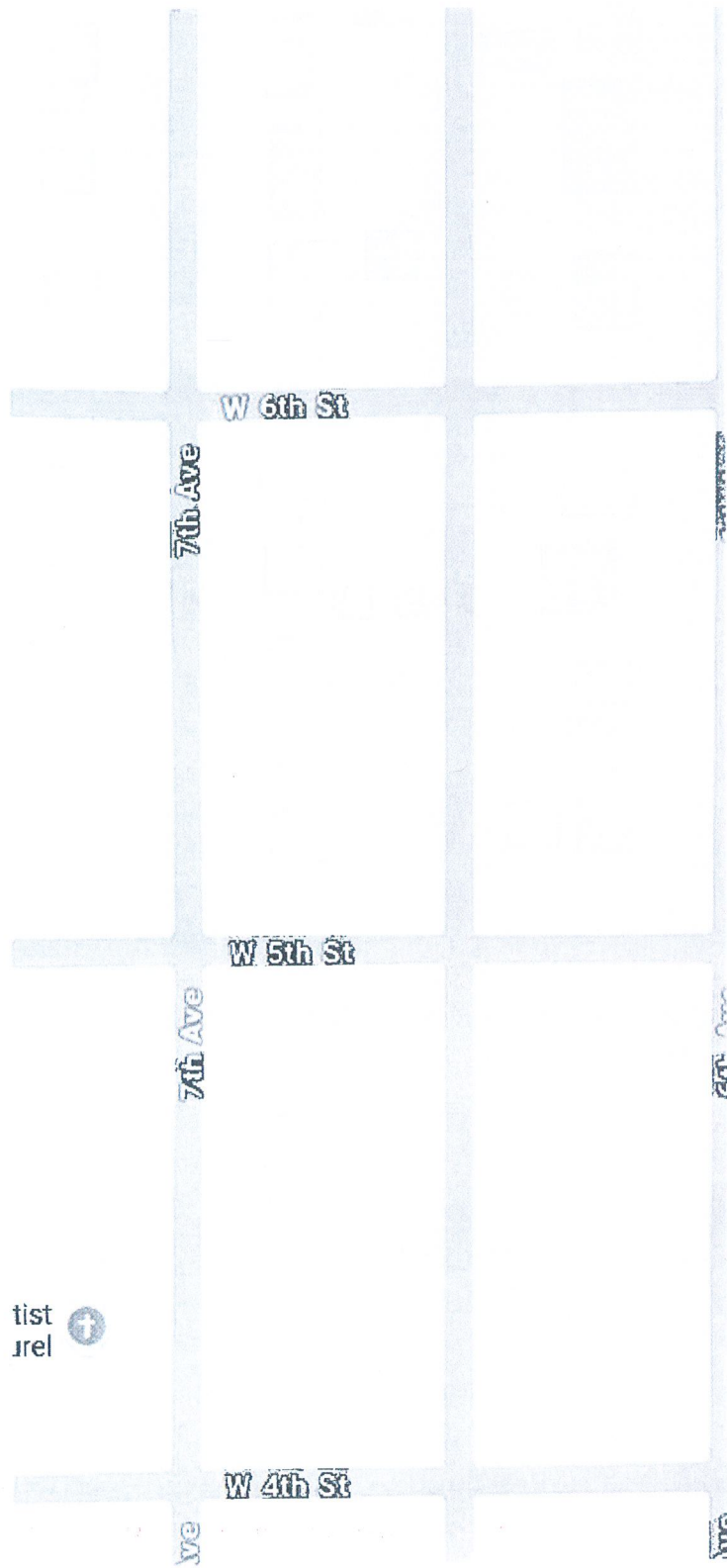
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Resolution 25-52

A RESOLUTION APPROVING THE OPENING OF LAUREL ELEMENTARY SCHOOL AS PRESENTED BY THE YELLOWSTONE COUNTY SUPERINTENDENT OF SCHOOLS, PURSUANT TO SECTION 20-6-502(3), MCA.

WHEREAS, Laurel School District #7-70 will complete construction of Laurel Elementary School at 502 Eighth Ave., Laurel, Montana, in August 2025; and,

WHEREAS, the parents of at least two pupils who would attend the school have petitioned the trustees of the district to open the school, pursuant to § 20-6-502(1), MCA; and,

WHEREAS, the Trustees of Laurel School District #7-70 approved by resolution the opening of the school and have sent the petition and a copy of their approval resolution to the county superintendent, pursuant to § 20-6-502(2), MCA; and,

WHEREAS, the Yellowstone County Superintendent of Schools has reviewed the petition and determined that the average number belonging (ANB) of the school would be two or more; and,

WHEREAS, the County Superintendent has presented the petition, the Trustees' approval, and the County Superintendent's findings on the probable ANB to the Yellowstone County Board of County Commissioners for their consideration, pursuant to § 20-6-502(3), MCA; and,

WHEREAS, the Yellowstone County Board of County Commissioners desires to approve the opening of Laurel Elementary School by Laurel School District #7-70.

NOW THEREFORE BE IT RESOLVED by the Yellowstone County Board of County Commissioners that the requested opening of Laurel Elementary School by Laurel School District #7-70 as presented by the Yellowstone County Superintendent of Schools is hereby approved.

Passed and Adopted on the 1st day of April, 2025.

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

Mark Morse, Chairman
Yellowstone County Commissioner

Michael J. Waters, Member
Yellowstone County Commissioner

John Ostlund, Member
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

5. b.

Meeting Date: 04/01/2025

Title: Opening of Laurel Intermediate School

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Resolution 25-53, a Resolution Approving the Opening of Laurel Intermediate School as Presented by the Yellowstone County Superintendent of Schools, Pursuant to Section 20-6-502(3), MCA

BACKGROUND:

Laurel School District #7-70 is opening Laurel Intermediate School at the beginning of the 2025-2026 school year. The school will be located at 845 Alder Ave. Pursuant to MCA 20-6-502(3), the petition to open the school, the Trustees' approval, and the findings of probable ANB are presented for the board's consideration.

RECOMMENDED ACTION:

Approve the resolution.

Attachments

Laurel Intermediate Findings of Probable ANB

Laurel Intermediate Petition and Trustee Approval

Laurel Intermediate School Resolution

**FINDINGS OF PROBABLE AVERAGE NUMBER BELONGING (ANB)
LAUREL INTERMEDIATE SCHOOL
April 1, 2025**

Summary

Pursuant to § 20-6-502(3), MCA, the board of county commissioners must approve or disapprove the opening or reopening of any (public) Intermediate school. In August 2025, Laurel School District #7-70 will complete construction of Laurel Intermediate School, a new Intermediate school located at 845 Alder Ave in Laurel. The new school is intended to serve Laurel students in grades three through five.

On February 24, 2025, the Trustees of Laurel School District #7-70 approved a resolution calling for the opening of the new school. Pursuant to § 20-6-502(2), MCA, the trustees sent to the Yellowstone County Superintendent's office a copy of the resolution and a petition from the parents of at least two pupils who would attend the school.

Both the trustees' resolution and parent petition are required for the Commission to approve the opening. In addition, the County Superintendent must determine if the average number belonging (ANB) of the new school would be two or more. The Superintendent must also present findings on the "probable ANB" of the school for the Commission's consideration.

If approved, the Trustees' resolution, parent petition, and the Superintendent's estimate of the probable ANB will be forwarded to the State Superintendent for approval by June 1, 2025, as required in § 20-6-502(4), MCA.

Findings

ANB of Two or More:

The parent petition as submitted by the Laurel Trustees was reviewed per § 20-6-502(2), MCA, and it is determined that the ANB of Laurel Intermediate would be two or more.

Probable ANB:

The District does not anticipate an increase in ANB with the opening of the new school. Students who attend Graff Elementary School (417 East 6th Street, grades 3-4) and Laurel Middle School (725 Washington Ave, 5th grade) will be shifted to the new school, resulting in an increase in ANB at the new school and a decrease at Laurel Middle School. Graff Elementary School will be demolished. The District reports that enrollment at the new school is estimated to be 378 students.

For the Commission's consideration the probable ANB at Laurel Intermediate School in 2025-2026 is 378 students. If a more accurate estimate is available from the District by June 1, 2025, the revised projection will be provided to the State Superintendent at that time.

RESOLUTION CALLING TO REQUEST TO OPEN A NEW SCHOOL

WHEREAS, the Board of Trustees for the Laurel School District No. 7-70 have determined to open a new elementary school named Laurel Intermediate School located at 845 Alder Ave, Laurel, MT 59044 pursuant to 20-6-502, MCA.

BE IT RESOLVED, upon approval of this resolution, Laurel School District No. 7-70 will open Laurel Intermediate School on September 2nd, 2025. The Average Number Belonging (ANB) of the Laurel Intermediate School will include the present grades of 3 – 5. Therefore, the Board of Trustees do not anticipate additional ANB due to the opening of the new school. This new school will not be located more than twenty (20) miles beyond the incorporated limits of the City of Laurel.

BE IT RESOLVED, the Board of Trustees for the Laurel School District No. 7-70, of Yellowstone County, State of Montana, will submit to the Yellowstone County School Superintendent a copy of this resolution calling to open a new elementary school and a copy of the petition to the Laurel Intermediate School as signed by at least two (2) parents of pupils who would attend the school.

BUNHANI HUNTER

Printed Name of Board Chair

[Signature]

Signature of Board Chair

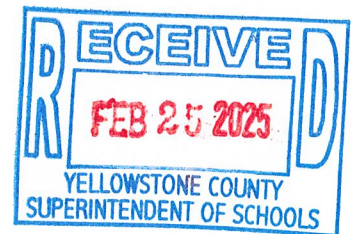
Julie Jones

Printed Name of Clerk

[Signature]

Signature of Clerk

Dated this day February 24, 2025



Montana Code Annotated 2023

TITLE 20. EDUCATION

CHAPTER 6. SCHOOL DISTRICTS

Part 5. Opening and Closing of Schools

Opening Or Reopening Of Elementary School

20-6-502. Opening or reopening of elementary school. The trustees of any elementary district may open or reopen an elementary school of the district when the opening or reopening has been approved in accordance with the following procedure:

(1) The parents of at least two pupils who would attend the opened or reopened school petition the trustees of the district to open or reopen a school. The petition must identify the school, state the reasons for requesting the opening or reopening, and give the names of the children who would attend the school.

(2) If the trustees approve the opening or reopening of a school, they shall send the petition with a copy of their approval resolution to the county superintendent. The county superintendent shall review the petition to determine if the average number belonging (ANB) of the school would be two or more. If the trustees plan to open or reopen the school during the current school fiscal year, the trustees shall include the proposed opening date in the approval resolution and shall request that the process outlined in this section be expedited.

(3) The county superintendent shall present the petition, the trustees' approval, and the county superintendent's findings on the probable ANB to the board of county commissioners for their consideration. The board shall deny the opening or reopening of any school if the county superintendent's enrollment estimate for the school is less than two ANB. In all other cases, the board may approve or disapprove the requested opening or reopening of the elementary school.

(4) (a) If the board approves a school opening or reopening, the county superintendent shall send a copy of the approval, along with the petition, the trustees' approval, and the county superintendent's estimate of the probable ANB, to the superintendent of public instruction. Except under the circumstances described in subsection (4)(b), the trustees shall apply to the superintendent of public instruction for approval to open or reopen the school by June 1 prior to the beginning of the school year in which they intend to open or reopen the elementary school. The superintendent of public instruction shall approve or disapprove the requested opening or reopening of the elementary school by the fourth Monday of June. If the opening or reopening is approved, the superintendent of public instruction shall approve or adjust the ANB estimate of the county superintendent for the school and the ANB amount must be used for budgeting and BASE funding program purposes during the ensuing school fiscal year. An ANB amount may not be approved for the ensuing school fiscal year for an opening or reopening school when the request for the school has not been received by the superintendent of public instruction by June 1.

(b) (i) If the opening or reopening is approved and the trustees want to open or reopen the school during the current school fiscal year, the trustees shall submit a budget request to the superintendent of public instruction for that portion of the fiscal year in which the school will be in operation prior to the ensuing school fiscal year. The superintendent of public instruction shall approve or adjust the budget request and shall fund the budget for the portion of the school year in which the school will be in operation.

(ii) Before a school may open or reopen during the current school fiscal year, the school must be classified as an isolated school in accordance with the provisions of **20-9-302**, except that the dates in that section for the submission and approval of the application for classification do not apply and the application must be made at the same time that the application for opening or reopening the school is made.

History: En. 75-6602 by Sec. 200, Ch. 5, L. 1971; R.C.M. 1947, 75-6602; amd. Sec. 1, Ch. 105, L. 2001; amd. Sec. 21, Ch. 237, L. 2001.



Request to Open or Reopen an Elementary or Middle School

Please complete this form and return it, with the required documentation, to the Office of Public Instruction **by June 1** prior to the beginning of the school year in which you intend to open or reopen the elementary school. The OPI will approve or disapprove the opening of the high school before the fourth Monday of June preceding the first year of intended operation. This process is in accordance with the Opening of Schools statute Title 20, Chapter 6, Part 5, MCA.

Before submitting this form, please contact the School Accreditation team at opiaccred@mt.gov to initiate the accreditation process. Documentation of communication with the Accreditation team is required.

I: District Information

District Name Laurel School District #7 and 70 LE Number 970
County Name Yellowstone

II: New or Reopening School Information

School Name Laurel Intermediate School

Is this a new or reopening school? New Reopening

If reopening, list the previously used school code: _____

Address 845 Alder Avenue

City/Town Laurel State MT ZIP 59044

Phone Number 406-628-3360

FAX Number 406-628-3375

Proposed Opening Date September 2, 2025

Does the school intend to open in the *current fiscal year*? Yes No

III: Budget Unit Information

1 Is the school located more than 20 miles beyond the incorporated limits of a city or town located in the district? Yes No

2 Is the school located at least 20 miles from any other school of the district? Yes No

3 Does the school have the same boundaries as the school it is replacing? Yes No

Grades to be served (Range) Grades 3-5



MONTANA OFFICE OF PUBLIC INSTRUCTION
SCHOOL FINANCE DIVISION

Estimated Early Literacy _____

Estimated ANB Kindergarten _____

Estimated ANB Grades 1-6 378 _____

Estimated ANB Grades 7-8 _____

IV: Documentation Required

Please submit the following documents with this form:

- County Superintendent Approval:** The county superintendent shall send, on official letterhead, a document or document(s) which include a copy of:
 - the board of county commissioners' approval of the school opening or reopening
 - the parents' petition to the district,
 - the approval of the trustees of the district to open or reopen a school
 - the county superintendent's estimate of the probable ANB
- Location of School:** Attach a map of the district showing the location of each school within the district, as well as the location of the proposed new or reopened school.
- Evidence of Contact with OPI School Accreditation Team:** Include a record of emails showing that the Accreditation team has been contacted and accreditation proceedings have begun.
- If opening in the current fiscal school year ONLY:**
 - Include a budget request for that portion of the fiscal year in which the school will be in operation prior to the ensuing school fiscal year, per 20-6-502(4)(b)(i), MCA.
 - Request for Application for Classification as an Isolated School in accordance with the provisions of 20-6-502(4)(b)(ii), MCA and 20-9-302, MCA.
 - i. This document is not publicly available and will be sent to you upon request.

V: Submission of Documents

Because the documentation required will include student names, it must be remitted via the File Transfer Service.

How to Send the file(s) via Files Transfer Service

1. Go to <https://transfer.mt.gov/Transfer/Sent>
 - a. You will have to register if you have not already.
2. Select "Send a New File"
3. Upload the file(s) you wish to send.
4. Select "Continue"
5. Select the recipient option "General" or "State Employee"
6. Complete the recipient information



MONTANA OFFICE OF PUBLIC INSTRUCTION
SCHOOL FINANCE DIVISION

- a. If you have already been in contact with a member of School Finance to coordinate your submission, please send the files to them. If you have not yet contacted School Finance about this process, please contact us at OPISchoolFinance@mt.gov to connect with a team member.
7. Input a brief message which details the file information.
8. Select "Send"
9. Send a confirmation email to inform the recipient that the submission is complete.

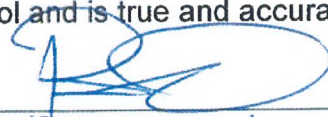
VI: Signature of the Chairperson of Board of Trustees

The information provided within this request and attached documents is submitted to the Superintendent of Public Instruction for the purpose of opening or reopening an elementary school and is true and accurate to the best of my knowledge.

Signature _____

Name _____

Date _____


BETHAN HUNTER
2-24-25



Additional Information

Isolation Classification Information *for schools opening in the current fiscal school year (20-6-502(4)(b)(ii), MCA and 20-9-302, MCA.)*

A district submitting a request to open or reopen an elementary school with an opening date during the current school fiscal year must receive approval from the Office of Public Instruction to have the school classified as an isolated school in accordance with Section 20-9-302, MCA. When applying for the isolation classification, the dates in 20-9-302(3), MCA for the submission and approval of the application do not apply and the isolation classification application must be made at the same time that the application for opening or reopening the school is made. A district making such request for isolation classification of a new or reopened school should request and complete the Application for Classification as an Isolated School, form #FP-5. The form must be requested from the OPI School Finance Team at OPISchoolFinance@mt.gov.

Budget Request Information *for schools opening in the current fiscal school year*

The undersigned Chairperson of the Board of Trustees requests the opening or reopening of an elementary school, and hereby submits a budget request to the Superintendent of Public Instruction for the portion of the current school fiscal year in which the school will be in operation. The undersigned Chairperson understands that this request is contingent upon the approval of the opening or reopening of the elementary school by the Superintendent of Public Instruction.

Items listed in Documentation Required

Parent Petition: Include a list of the names and grades of students who will attend the new or reopened school. The petition must identify the school, be signed by the parents of at least two pupils, state the reasons for requesting the opening or reopening and give the names of the children who would attend the school.

Board of Trustees' Approval Resolution: If this request is made for a school that will open or reopen during the current school fiscal year, the proposed opening date must be included in the approval resolution. The trustees' approval resolution should also request that the process in Section 20-6-502, MCA, be expedited.

Board of County Commissioners' Approval: This document indicates the county's approval of the new or reopened school and often includes minutes from the meeting at which approval was granted.

Application Form # FP-5, Application for Classification as an Isolated School: This application is only required if the request to open or reopen an elementary school is made for a school that will open or reopen during the current school fiscal year.

Letter to OPI Accreditation Division indicating the district is opening a school and will be pursuing accreditation

Petition to open and name new school Laurel Intermediate School

To the Laurel School Board of Trustees:

We, the undersigned residents of Laurel, MT, hereby petition for opening a new school located at 845 Alder Avenue for grades 5-8 and naming it Laurel Intermediate School.

Reasons for Requesting [Opening/Reopening]:

- **Overcrowding:** Existing schools are overcrowded, leading to large class sizes and limited resources.
- **Educational Needs:** Laurel Intermediate School would provide specialized programs or educational approaches not currently available in the district (e.g., arts focus, STEM programs, Music).
- **Community Needs:** The school would serve as a vital community hub, offering extracurricular activities, after-school programs, and a gathering space for residents.
- **Improved Access:** Laurel Intermediate School would provide greater access to education for students in Laurel, reducing travel time and improving safety.

We believe that [Opening/Reopening] Laurel Intermediate School would:

- Improve student learning outcomes.
- Reduce class sizes and provide more individualized attention.
- Enhance the educational opportunities available to students.
- Strengthen the sense of community.
- Increase property values in the surrounding area.

Children Who Would Attend the School:

- Layla Kirby
- Thomas Coleman
- Jace Lowell
- _____
- _____
- _____

We respectfully request that you consider our petition and take the necessary steps to [open/reopen] Laurel Intermediate School.

Signature

Address

Date

Victoria

503 Pennsylvania Ave

1/17/25

Bridget Cline

922 10th Ave

1/17/25

Maggie fowell

2025 Driftwood River Dr
Laurel MT

1/20/2025



845 Alder
Laurel Intermediary
School Eleanor Roos

n
Cottonwood Ave
Fir Fie
E 9th St
Date Ave
sevelt Dr
Sunhaven
Date Ave
E 6th St
Cottonwood Ave
E 5th St
Date Ave
1st

Resolution 25-53

A RESOLUTION APPROVING THE OPENING OF LAUREL INTERMEDIATE SCHOOLS AS PRESENTED BY THE YELLOWSTONE COUNTY SUPERINTENDENT OF SCHOOLS, PURSUANT TO SECTION 20-6-502(3), MCA.

WHEREAS, Laurel School District #7-70 will complete construction of Laurel Intermediate School at 845 Alder Ave., Laurel, Montana, in August 2025; and,

WHEREAS, the parents of at least two pupils who would attend the school have petitioned the trustees of the district to open the school, pursuant to § 20-6-502(1), MCA; and,

WHEREAS, the Trustees of Laurel School District #7-70 approved by resolution the opening of the school and have sent the petition and a copy of their approval resolution to the county superintendent, pursuant to § 20-6-502(2), MCA; and,

WHEREAS, the Yellowstone County Superintendent of Schools has reviewed the petition and determined that the average number belonging (ANB) of the school would be two or more; and,

WHEREAS, the County Superintendent has presented the petition, the Trustees' approval, and the County Superintendent's findings on the probable ANB to the Yellowstone County Board of County Commissioners for their consideration, pursuant to § 20-6-502(3), MCA; and,

WHEREAS, the Yellowstone County Board of County Commissioners desires to approve the opening of Laurel Intermediate School by Laurel School District #7-70.

NOW THEREFORE BE IT RESOLVED by the Yellowstone County Board of County Commissioners that the requested opening of Laurel Intermediate School by Laurel School District #7-70 as presented by the Yellowstone County Superintendent of Schools is hereby approved.

Passed and Adopted on the 1st day of April, 2025.

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

Mark Morse, Chairman
Yellowstone County Commissioner

Michael J. Waters, Member
Yellowstone County Commissioner

John Ostlund, Member
Yellowstone County Commissioner

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORT - Detention Facility - 2 Appointments, 2 Salary & Other, 1 Termination; **IT** - 1 Termination; **Sheriff's Office** - 1 Termination

BACKGROUND:

See attached.

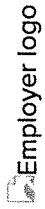
RECOMMENDED ACTION:

Approve.

Attachments

PARS

PAR



MAR 21 2025

Hire/Personnel Action Form

Employee Information

Employee
Thomas Farless

Hire Information

Position Details	Hire Req#	Job Type
Control Operator (B) (5085)	202500297	Full-Time Regular
Person ID	Job Class	Pay Rate
55435181	Control Operator (C)	\$20.87
Department	Job Class#	HireDate
Sheriff's Office	5085	3/24/25

Division
Detention Facility

Comments

Funding: 2300.136.420200.111 @100 %
replaces: Farless

Approvals

HUMAN RESOURCES	Dwight	3/21/25 11:06
	Vigness	AM
FINANCE	JENNIFER	3/21/25 11:07
	JONES	AM

Commissioners Action
Approve Disapprove

Chair	<u>MA</u>	_____
Member	<u>MBW</u>	_____
Member	<u>[Signature]</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 24 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Nick Rub Effective Date: 3-21-2025
Current Title: Assistant II Director Gr. 7 Salary \$ 88,381.08
Title Change: Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: New Hire: _____
Regular Part Time: _____
Temp Full Time: _____
Temp Part Time: _____
Seasonal Hire: _____
Replaces position _____
Name _____
New Budgeted Position _____
Other: _____

Funding: 1000 - 115 - 410580 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Nick Rub
Elected Official/Department Head _____ Date 3-24-25

Section 2

Human Resources: _____ Finance: _____

Note: _____
Wyznia 3-27-25 3-24-25
Director Date Director Date

H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

Chair MR _____
Member MSW _____
Member D _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 24 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: James Waller Effective Date: 03/21/2025
Current Title: Deputy Sheriff Gr. Salary \$ 31.33
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: xx
Temp Part Time: Probationary
Seasonal Hire: Promotion:
Replaces position Transfer:
Name Demotion:
New Budgeted Position Reclassification:

Other:
Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
 Percent Split Account
 03/19/2025 Date
 Date
 Date
Elected Official/Department Head

Section 2

Human Resources: _____ Finance: _____

Note: _____
 Director Date
 Director Date

H.R. Comments: _____
Commissioner's Action
 Approve Disapprove

Chair
Member
Member

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Employer logo

Yellowstone County Commissioners
RECEIVED

MAR 25 2025

Hire/Personnel Action Form

Employee Information

Employee
David Bargsten

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202300188	Full-Time Regular
Person ID	Job Class	Pay Rate
38597244	Detention Officer (D)	\$24.07
Department	Job Class#	HireDate
Sheriff's Office	5090	3/31/25
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @100 %
replaces: Dolbeare

Approvals

HUMAN RESOURCES	Dwight Vigness	3/24/25 2:17 PM
FINANCE	JENNIFER JONES	3/24/25 2:23 PM

Commissioners Action
Approve Disapprove

Chair	<u>MH</u>	_____
Member	<u>MJW</u>	_____
Member	<u>[Signature]</u>	_____

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit March 1 - March 15, 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

MAR 20 2025

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT

March 1 to March 15, 2025

Date: 3/20/2025

To: Board of County Commissioners *Tanya McWilliams*
From: Tanya McWilliams, Deputy Auditor

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
3/20/25	Johnston, Colin	Detention	OT W/diff rate s/b 32.70 @10.50 hrs
3/20/25	Abrahams, Angela	Justice Court	2hrs comp used not showing on used column employee summary
3/20/25	Kroll, Rashawn	Justice Court	Missing accruals
3/20/25	Strand, Nancy	Justice Court	Update vac hrs used, Update accruals
3/20/25	Edwards, Tey	Metra	Fund # s/b 5810.554.460442.111
3/20/25	Westbrooks, Orlandor	YSC	Update sick and vac hrs used, Update Accruals

B.O.C.C. Regular

Meeting Date: 04/01/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - MetraPark Advisory Board Minutes - February 25, 2025, Lockwood Irrigation District - February 19, 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

February MetraPark Advisory Board Minutes

February Lockwood Irrigation District Board Minutes

**Proposed Minutes MetraPark Advisory Board Meeting
February 25, 2025**

ATTENDING BOARD MEMBERS: Steve Hurd, Charlie Loveridge, Jennifer Saylor, Jase Muri, Woody Woods, and Joy Culver

ABSENT: Dana Bishop, Brian Brown, Pam Ask, and Mike Mayott, CMS

COMMISSIONERS: Absent

OTHERS: MetraPark Staff: Cody Reitz, Stoney Field, Tim Wombolt, Michaela Woempner, Craig Peterson, Kole Kuntz, David Roth, Tim Goodridge, Mike Groscop, David Allen, Dianne Lehm, Aly Eggart, and Darcie Tempel (recording)

GUESTS: Capt. Kent O'Donnell BPD

OPENING REMARKS

President Steve Hurd called the meeting to order and greeted everyone in attendance.

MINUTES

The motion to approve was made by Charlie Loveridge and seconded by Jennifer Saylor. They were approved unanimously.

MANAGERS REPORTS

Monthly reports are in the packets.

Stoney – Announced Powder River Rodeo LLC was awarded the bid for Rodeo steel. They were a bidder that submitted without including naming rights for the arena. Naming rights is still open and will be looking for a five-year commitment. Delivery of the steel should be in May. Still waiting on finalized rendering to share at Press Conference for the rodeo happening on Feb. 26 in the lobby at MetraPark.

Tim Goodridge – Looking for garden help in late April and early May.

Tim Wombolt – Report in the packet with a few additional P&Ls for the board to review. Opened the floor for questions. There were none.

Cody – Report in packet. Announced that the second fair night show act is confirmed and set to announce on March 5. Working on third act should have confirmation soon. Also, calendar is starting to fill up with fall and winter bookings.

Mike G – Report in the packet. State wrestling went well, and food sales were up from 2024. C&B Banquet during the MATE show was also a success.

Craig – Report is in the packet. Busy with sports and RV shows.

Kole - Report in the packet. Gave a shoutout to crew for all their hard work on keeping up with the snow removal and getting dirt in and out for Monster Trucks and basketball.

David – brought a ticket report to the meeting. Monster trucks did well with a 1,300 walk up.

CMS – no report in the packet and no on in attendance at the meeting to report.

Events Committee – no report in the packet and no on in attendance at the meeting to report

MontanaFair Committee – no report in the packet. Woody brought to the boards attention that there will no longer be lunch board meetings at the fair. All board members are invited to attend the 8am morning meetings that staff has in the Hospitality Room. Working on finalizing donation requests deadline for requests will be June 1.

Advisory Board Comments – President, Steve Hurd announced that all board committees will now meet once a month.

Public comment – N/A

Commissioners Comments – N/A

Steve H. thanked everyone for coming.

Meeting was adjourned.

Meeting Minute:

February 19, 2025

The February meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Brent Kober, Bob Riehl by telephone, Manager Carl Peters and Secretary/Treasurer, Angela Watson. Steve Nave was also present.

The meeting was called to order at 7:03 PM by Terry Seiffert. The January 15, 2024, meeting minutes were reviewed, a motion was made by Brent Kober, seconded by Bob Riehl to approve the January 15th minutes, motion carried.

Public Comment: Steve Nave: The section of the tree in the ditch at 1727 Canary Ave was removed by local landowners for firewood.

New Business

1. **Bond Resolution/Closing Documents:** December 17, 2024, 1,389,000.00 was deposited in the bond account 7285. Watertronics was paid \$163,842.35. Dorsey and Whittney, LLP were paid \$25,000 for bond counsel legal services through Dec 17th, 2024. Performance Engineering was paid \$51,896.00 for invoices due through 11-25-24 and another bill for \$715.95. These amounts were all paid by the Yellowstone County Finance Department on 12-31-24 totaling \$241,454.30. The Bond interest in the amount of \$7,421.92 and the Bond Reserve amount of \$44,159.00.
2. **PH Rehab Project:** BNSF railway 6-page lease application, financials have been submitted. The only thing we are waiting for is a response from the insurance agent regarding required coverage amounts. The new lease has been estimated at \$4,500.00 as opposed to the \$917.00 we pay currently, and a \$1,500.00 non-refundable application fee is required. Terry Seiffert recommended sending the letter that was sent last time we renewed the lease and see if it will help to reduce some of these extra costs.
 - Askin's potential change orders:
 1. Chain link security fence around the unit- 6' or 8' high? Enclosing 60' skid or 90' slab, \$1,920, \$2,880, \$2,280.00 or \$3,420.00 + 15% markup & 3% taxes, bonds, insurance.
 2. Steel canopy- over just the electronics 7' x 11' or over the entire skid unit 10.5' x 22' ? \$20,703.00 & \$33,300.00 + 15% markup & 3% taxes, bonds, insurance.

Terry Seiffert asked if the manager could get the specs over to Galvin Repair for a quote on a steel canopy that will cover the entire unit and Jares Fence to install the fence. Bob Riehl asked for clarification on these two potential change order prices.

3. **FEMA:** Reimbursed LID administration costs of \$1,650.53 have been deposited.
4. **MDT Johnson Lane Project:** No Update
5. **OHR Sidewalk Project:** On the 10th of February the Manager received a call from Logan Mclsaac, he is a project manager with The Public Works Department. He informed the manager that the 36" RCP going in the 60' canal east of Rykken court on Old Hardin RD will not be delivered until mid-April.
6. **Request for Information:** The Manager asked if Steve Nave had received the letter from the board regarding his request. Steve said he received the letter today. Steve said that he would be fine with Terry Seiffert's suggestion of a letter outlining the requested information but that some of it will be based on recollection.
7. **Open LID Board Position:** Bob Riehl was the only candidate for the commissioner position and the election has been canceled. The County Commissioners will appoint Bob Riehl by acclamation.
8. **Proposed 2025 O&M Budget:** This will be presented at the March 19th meeting. Terry Seiffert requested an emailed copy before the meeting.

Old Business:

1. **LID-LWSD Water Rights:** nothing new
2. **LID Audit:** WIPFLI?
3. **2014 LID Rate Update 2019:** On Hold

Manager's Report:

Hecker's 60' canal headgate needs to be replaced this year. The 100' canal headgate on the closed system up above Lantana Drive & Maier Road needs to be replaced because it is hard to close it when there is a blowout and in a bad location. The manager presented some trucks listed for sale with the state surplus to replace the Dodge ½ ton.

Secretary's Report:

The Secretary presented a thought for next year, to have the commissioners put on the payroll to receive a W2 in place of the 1099 at the end of the year, like the water district due to the fact that the District will be having to pay workers compensation on them going forward. The January financial reports were reviewed, a motion was not made to approve. With no further business, a motion was not made to adjourn, the meeting was adjourned at 8:05PM. The next board meeting will be on March 19th, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

3. a.

Meeting Date: 04/01/2025

Title: Response to Audit Findings - March 21, 2025

Submitted By: Charri Victory

TOPIC:

March 1st through 15th Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Response to Audit Findings - March 21, 2025

PAYROLL AUDIT

March 1 to March 15, 2025

Date: 3/20/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
3/20/25	Johnston, Coltin	Detention	OT W/diff rate s/b 32.70 @10.50 hrs
3/20/25	Abrahams, Angela	Justice Court	2hrs comp used not showing on used column employee summary
3/20/25	Kroll, Rashawn	Justice Court	Missing accruals
3/20/25	Strand, Nancy	Justice Court	Update vac hrs used, Update accruals
3/20/25	Edwards, Trey	Metra	Fund # s/b 5810.554.460442.111
3/20/25	Westbrooks, Orlandor	YSC	Update sick and vac hrs used, Update Accruals

✓
✓
✓
✓
✓
✓

B.O.C.C. Regular

3. b.

Meeting Date: 04/01/2025

Title: Prism Health Group Letter

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Prism Health Group Letter

BACKGROUND:

Letter to BCBS of Montana informing them that Prism Health Group is Yellowstone County's pharmacy consultant and program auditor.

RECOMMENDED ACTION:

Place to file.

Attachments

Prism Health Group Letter to BCBS of Montana



Yellowstone County
Attn: Dwight Vigness
Director, Human Resources
316 N 26th St #3501
Billings, MT 59101

BCBS of Montana
Attn: Erin Huffman
Account Executive
3645 S Alice Street
Helena, MT 59601

March 21st, 2025

Dear Erin,

On behalf of Yellowstone County, we are informing you that effective March 1st, 2025, the County retained and appointed The Prism Health Group (Prism) as the County's pharmacy consultant and program auditor.

As such, Prism is tasked by the County to effectively evaluate and measure the pharmacy plan performance as historically delivered by BCBS of MT and Prime Therapeutics.

This letter serves as official notification of the County's intent and direction to terminate the legacy agreement at the conclusion of the current contract period.

Specifically, this notification letter officially establishes the requisite notification requirement set forth in the legacy contract, preventing either pharmacy or health carrier contracts to automatically renew on the current scheduled renewal date.

Yellowstone County kindly requests your organization please adjudicate the above request and accept this letter as official notification that Prism will be leading efforts to evaluate and lead a competitive market analysis, and negotiate a proposed renewal.

Therefore, please coordinate all activity with the Prism and Alliant teams, providing your proposed pharmacy renewal, complying with Prism's review process, and continuing the best interests of the County.



Above all, we believe that our process will deliver an amicable and unbiased outcome for the County and its valued staff.

Should you wish to connect, please don't hesitate to contact me at your convenience at Denis.Busque@theprismhealthgroup.com, or (385) 993-3600 x126.

Warm Regards,

Denis Busque
Managing Consultant
Minneapolis, MN
(385) 993-3600 x126
Denis.Busque@theprismhealthgroup.com