

**OFFICIAL AGENDA
TUESDAY April 29, 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

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **COMMISSIONERS**

Proclamation - National Therapy Animal Day

CLAIMS

CONSENT AGENDA

1. **COMMISSIONERS**

- a. Board Appointment - Gary Waddell to Laurel Fire District #7
- b. New Day PILT Request
- c. PILT Request - Valdez Funeral
- d. Letter of Support - Jake Penwell - Executive Director of the Billings Industrial Revitalization District
- e. Custer Clean Up Day Dumpster Request

2. **COUNTY ATTORNEY**

- a. Resolution 25-59 Requeusting Prosecutorial Assistance in State v. R.Y.
- b. Resolution 25-60 Requeusting Prosecutorial Assistance in State v. M.S.
- c. Resolution 25-61 Requesting Prosecutorial Assistance in State v. T.M.M. and H.G.E.

3. **FACILITIES**

Change Order #1 & #2 - Hardy Construction - Metra Concessions

4. **FINANCE**

- a. Trailhead Cattlewomen PILT request.
- b. Change Order #1 - Sprague Roofing - Admin Building Roof Replacement
- c. Community 7 Agreement
- d. Request to Expend - Finance - New Postage Machine
- e. ARPA Project Tracking Sheet
- f. Notice to Tenant to Vacate Property Located at 3316 King Ave East, Billings MT 59101
- g. Request to Expend - Metra - New Ovens
- h. CDBG Grant #MT-CDBG-PL-22-02 Request for Reimbursement - \$18,750.00
- i. Metra Outdoor Arena Materials Testing - Terracon Agreement
- j. Change Order #1 - Terracon - Short Term Detention Facility Materials Testing
- k. Change Orders #2, #3, #4 & \$5 - Safetech - Admin Building Asbestos Abatement

5. **PLANNING DEPARTMENT**

- a. Billings Metropolitan Planning Organization - FY25 UPWP Amendment 1
- b. Creekside Estates Subdivision, 2nd Filing - Preliminary Plat Approval Deadline Extension

6.

PUBLIC WORKS

Contract with Sletten Construction as Construction Manager at Risk (CMAR) for Duck Creek Road Bridge Scour Mitigation
7.

SHERIFF

YCSO-ATF MOU for Overtime Reimbursement
8.

HUMAN RESOURCES

PERSONNEL ACTION REPORTS - County Attorney - 1 Termination; **Road & Bridge** - 1 Termination; **MetraPark** - 1 Termination

FILE ITEMS

1.

AUDITOR

Payroll Audit - April 1 to April 15, 2025
2.

CLERK AND RECORDER

Board Minutes - MetraPark Advisory Board Minutes March 2025
3.

EMERGENCY AND GENERAL SERVICES

EMPG - FY24-25 Quarter 3 Reimbursement Request Submitted
4.

HUMAN RESOURCES

April 1 - April 15 Payroll Audit

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: Proclamation - National Therapy Animal Day

Submitted By: Erika Guy

TOPIC:

Proclamation - National Therapy Animal Day

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Read and Sign

Attachments

Proclamation - National Therapy Animal Day

PROCLAMATION

Resolution 25-57

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

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

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

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

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

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

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

NOW, THEREFORE, We, the Board of County Commissioners, do hereby proclaim April 30, 2025, as National Therapy Animal Day in Yellowstone County, and encourage our citizens to celebrate our therapy animals and their human handlers. Further, we publicly salute the service of therapy animal teams in our community and in communities across the nation.

PASSED AND ADOPTED by the Board of County Commissioners, Yellowstone County, Montana this 29th 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. a.

Meeting Date: 04/29/2025

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - Gary Waddell to Laurel Fire District #7

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Sign and Mail

Attachments

Gary Waddell

Yellowstone County



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

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

April 29, 2025

Mr. Gary Waddell
1241 Elkhorn Dr.
Laurel, MT 59044

RE: Laurel Fire District #7 Board

Dear Mr. Waddell,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to May 4, 2027.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Derek Yeager, Po Box 35004, Billings MT 59107

B.O.C.C. Regular

1. b.

Meeting Date: 04/29/2025

Title: New Day PILT Request

Submitted By: Erika Guy

TOPIC:

New Day PILT Request

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

New Day PILT Request

Alcohol Tax Funding Request – New Day, Inc.

New Day, Inc. is a nonprofit behavioral health provider dedicated to serving adults, youth, and families across Yellowstone County and the State of Montana. For more than 30 years, we have supported high-risk and underserved populations through trauma-informed care, early intervention, and culturally responsive programming. Many of the individuals we serve experience systemic barriers to treatment, involvement in the justice system, or lack access to consistent, high-quality care.

As a 24/7, 365-day-a-year operation, New Day provides essential support to individuals and families in crisis, whenever and wherever they need it. While most of our clients are Medicaid-funded, the reimbursement rates fall significantly short of covering the actual costs of delivering comprehensive behavioral health services. This funding gap greatly limits our ability to recruit and retain qualified staff, maintain vital programming, and respond to the increasing demand for services in our community.

We are respectfully requesting \$25,000 from the Alcohol Tax fund to support the expansion of critical services, enhance diversion efforts, and close longstanding gaps in care, particularly for Native American youth, individuals without payor sources, and those transitioning out of detention. These funds are essential to ensuring that the most vulnerable members of our community receive timely, culturally appropriate, and effective treatment and recovery support.

Why New Day Matters

We currently support an average of 42 youth in Day Treatment and 28 in our group homes, with lengths of stay ranging from 9 to 12 months. In 2024, we received 391 referrals to our Adolescent Day Treatment and Therapeutic Group Home programs. Unfortunately, due to staffing limitations, we could only admit 86 youth. Among those admitted, 33 (26%) required substance use treatment; 34 youth (40%) identified as Native American, underscoring the need for culturally competent services. Additionally, 85% of our clients are funded by Medicaid, and many are uninsured or underinsured. We provide daily transportation, ensuring youth can access care without financial or geographic barriers.

Proven Impact

From May 2024 to March 2025, 111 individuals completed our ACT (Alternatives to Chemical Treatment) and Prime for Life (PFL) early intervention programs. Referrals were primarily sourced from Yellowstone County Judges Waters and Carter. Only one individual has sought repeat services, indicating strong retention and success in early-stage intervention efforts. These outcomes demonstrate measurable impact and strong partnerships with the judicial system.

How We Would Use Alcohol Tax Funds

1. Strengthen and Expand Specialized Programming

A. Hire one additional clinical staff member to:

- 1) Expand access to adolescent outpatient Substance Use Disorder (SUD) treatment; and
- 2) Increase the number of ACT/PFL (Accountability, Choices, and Treatment / Prevention, Family, and Life Skills) classes offered each month to better meet community needs.

What we Expect to Achieve

- 1) Increase the number of youth served in outpatient SUD treatment by 10–15% annually.
- 2) Offer ACT/PFL classes more frequently to reduce waitlists and improve timely service access.
- 3) Maintain a 99.1% success rate among ACT/PFL participants, measured by program completion and positive behavioral outcomes.
- 4) Sustain completion rates of 80% or higher across all therapy and recovery programs.
- 5) Expand access to Moral Reconnection Therapy (MRT) for justice-involved youth to promote personal accountability, enhance decision-making skills, and facilitate long-term behavioral change.

How We Will Track and Report Outcomes

New Day is committed to transparency and accountability. We will provide:

- 1) Quarterly tracking of referrals, admissions, completions, and wait times.
- 2) Pre- and post-program clinical assessments to evaluate progress.
- 3) Ongoing feedback from judicial partners, detention staff, and referring agencies.
- 4) An annual report detailing outcomes and program impact for County and stakeholder review.

New Day is uniquely positioned at the intersection of behavioral health, youth justice, and community wellness. We are already doing the work—serving vulnerable populations, partnering with courts, and producing results, but we can, and must, do more.

With support from Alcohol Tax funding, we will broaden our reach, address growing needs, and ensure that youth do not lack access to care due to their financial status, cultural background, or system involvement.

We respectfully request inclusion in the funding process and consideration for support in this year's allocation cycle.

Sincerely,

Lesli Asay
Interim Chief Executive Officer
New Day, Inc.

B.O.C.C. Regular

1. c.

Meeting Date: 04/29/2025

Title: PILT Request - Valdez Funeral

Submitted By: Erika Guy

TOPIC:

PILT Request - Valdez Funeral

BACKGROUND:

PILT request for \$5,000 to reimburse MetraPark for the use of the Expo Center for the Valdez funeral.

RECOMMENDED ACTION:

Approve or Deny

B.O.C.C. Regular

1. d.

Meeting Date: 04/29/2025

Title: Letter of Support - Jake Penwell - Executive Director of the Billings Industrial
Revitalization District

Submitted By: Erika Guy

TOPIC:

Letter of Support - Jake Penwell - Executive Director of the Billings Industrial Revitalization District

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Support Letter

Yellowstone County



COMMISSIONERS

(406) 256-2701

(406) 256-2777 (FAX)

P.O. Box 35000

Billings, MT 59107-5000

bocc@yellowstonecountymt.gov

April 29, 2025

Billings Industrial Revitalization District

319 N 14th Street

Billings, MT 59101

To Whom It May Concern,

We, the undersigned Yellowstone County Commissioners, are proud to wholeheartedly recommend Jake Penwell for the position of Executive Director of the Billings Industrial Revitalization District (BIRD). As community leaders, we have witnessed Jake's exceptional leadership, strategic vision, and unwavering commitment to advancing the economic and social vitality of Yellowstone County. His proven track record in driving transformative initiatives makes him the ideal candidate to lead BIRD's mission of industrial revitalization and economic growth.

Jake's leadership as Co-Founder and Co-Chair of the Yellowstone International Airshow exemplifies his ability to execute high-impact projects that elevate our region. By securing over \$1 million in sponsorships and attracting over 25,000 attendees, he delivered a world-class event that catalyzed economic activity and strengthened community pride. His skillful coordination of diverse stakeholders—government entities, businesses, and volunteers—demonstrates the collaborative approach necessary to manage BIRD's complex TIF-funded projects.

As Founder of Vista Growth Solutions, he has guided organizations toward sustainable growth, leveraging his expertise in financial oversight and partnership development. We have heard from Jake on several occasions advocating for organizations including New Day Inc. and the Yellowstone International Airshow, and we deeply value his insightful and strategic perspective. His successful advocacy for Montana's Scholarship Tax Credit legislation during his tenure as President of ACE Scholarships further showcases his ability to shape policy for community benefit, a critical skill for BIRD's Executive Director.

Jake's integrity, work ethic, and deep-rooted connection to Billings shine through in all he does. A U.S. Navy veteran, he brings discipline and dedication to his work, consistently building trust and inspiring those around him. We are confident that Jake will lead BIRD with innovation, accountability, and a relentless focus on creating jobs, improving infrastructure, and driving prosperity for our county.

We unequivocally endorse Jake Penwell for this role and are available to discuss his qualifications further.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

B.O.C.C. Regular

1. e.

Meeting Date: 04/29/2025

Title: Custer Clean Up Day Dumpster Request

Submitted By: Erika Guy

TOPIC:

Custer Clean Up Day Dumpster Request

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Custer Clean Up Day Dumpster Request

**CUSTER COMMUNITY AND SCHOOL SUPPORT FOUNDATION
PO BOX 233
CUSTER, MT 59024**

April 24, 2025

Dear Yellowstone County Commissioners,

The Custer Community and Support Foundation is sponsoring the Custer Clean Up Day on May 4, 2025 and follow up on May 8, 2025. We normally have great participation with between 20-30 students and adults showing up to help. The Peg a Way 4H Club and the Custer School are helping to lead this effort.

In the past you have funded two large dumpsters brought to Custer for the Clean Up Day. I have talked to Republic Services, Ryan Coffman 406-671-8425. He was going to check on the price. This has been such a great help to our community. Thank you for your consideration.

Sincerely,

Marynell Perrin
Secretary/Treasurer
Custer Community & School Support Foundation
PO Box 233
Custer, MT 59024

B.O.C.C. Regular

2. a.

Meeting Date: 04/29/2025

Title: Prosecutorial Assistance in State v. R.Y.

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 25-59 Requeusting Prosecutorial Assistance in State v. R.Y.

BACKGROUND:

Suspect is a relative of local LE

RECOMMENDED ACTION:

Approve

Attachments

Resolution - RY

RESOLUTION

WHEREAS, the Yellowstone County Attorney's Office has requested prosecutorial assistance in *State of Montana v. R.Y.* (YCSO 25-703574); and

WHEREAS, it is deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of the aforementioned case;

IT IS HEREBY RESOLVED that attorneys for the Montana Department of Justice, Prosecution Services Bureau be appointed as Special Deputy County Attorneys for Yellowstone County for the purpose of assisting in the prosecution of the aforementioned case.

DATED this _____ day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Chairman

Member

Member

ATTEST:

Clerk and Recorder

B.O.C.C. Regular

2. b.

Meeting Date: 04/29/2025

Title: Prosecutorial Assistance in State v. M.S.

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 25-60 Requeusting Prosecutorial Assistance in State v. M.S.

BACKGROUND:

Suspect is a child of a Yellowstone County employee

RECOMMENDED ACTION:

Approve

Attachments

Resolution - MS

RESOLUTION

WHEREAS, the Yellowstone County Attorney's Office has requested prosecutorial assistance in *State of Montana v. M.S.* (DCI N2 23-03-11); and

WHEREAS, it is deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of the aforementioned case;

IT IS HEREBY RESOLVED that attorneys for the Montana Department of Justice, Prosecution Services Bureau be appointed as Special Deputy County Attorneys for Yellowstone County for the purpose of assisting in the prosecution of the aforementioned case.

DATED this _____ day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Chairman

Member

Member

ATTEST:

Clerk and Recorder

B.O.C.C. Regular

2. c.

Meeting Date: 04/29/2025

Title: Prosecutorial Assistance in State v. T.M.M. and H.G.E.

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 25-61 Requesting Prosecutorial Assistance in State v. T.M.M. and H.G.E.

BACKGROUND:

Suspect / Victim is a child of local P&P

RECOMMENDED ACTION:

Approve

Attachments

Resolution TMM HGE

RESOLUTION

WHEREAS, the Yellowstone County Attorney's Office has requested prosecutorial assistance in *State of Montana v. T.M.M. and State of Montana v. H.G.E.* (BPD 24-063426); and

WHEREAS, it is deemed appropriate that a Special Deputy County Attorney be appointed to assist in the prosecution of the aforementioned case;

IT IS HEREBY RESOLVED that attorneys for the Montana Department of Justice, Prosecution Services Bureau be appointed as Special Deputy County Attorneys for Yellowstone County for the purpose of assisting in the prosecution of the aforementioned cases.

DATED this _____ day of April, 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Chairman

Member

Member

ATTEST:

Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: Change Order #1 & #2 - Hardy Construction - Metra Concessions

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #1 & #2 - Hardy Construction - Metra Concessions

BACKGROUND:

The original contract with Hardy Construction was for \$231,875. Change order #1 was for repairing a part of the concession stand that was damaged by a forklift for \$919. Change order #2 adds \$2,844 to the contract total for installing the condensing unit on top of the freezer. This brings the total contract value to \$235,647.

RECOMMENDED ACTION:

Approve change orders.

Attachments

CO #1 - Hardy Construction - Metra Concession

CO #2 - Hardy Construction - Metra Concessions

Description	Qty UOM	Selling Price
-------------	---------	---------------

Change Orders/Alternates

Repair Damages to Solid Surface Top

Repair Damages to Solid Surface Top	1	\$ 300.00
Repair Damages to Solid Surface Top	1	\$ 300.00
CO - Repair Damages to Solid Surface Top	1	\$ 300.00

Re-Install Stainless Top Hit by Forklift

Re-Install Stainless Top Hit by Forklift	1	\$ 360.00
Re-Install Stainless Top Hit by Forklift	1	\$ 360.00
CO - Re-Install Stainless Top Hit by Forklift	1	\$ 360.00

Please Note: Prices valid for 30 days.

ANY QUESTIONS?
CONTACT-
406-245-5292

Hardy Construction
Adam Peterson
Email 2.25.2025

Here is the breakout for the change order for: \$919
Woodwise cost to repair damages (see attached): \$660
General Conditions: \$170 PM time meeting onsite and admin time for paperwork
Fee: \$71
Bond: \$8
1% GRT: \$9

HARDY CONSTRUCTION CO.

SCHEDULE OF VALUES

METRA WEST CONCESSIONS ADDITIONAL WORK NEEDED FOR COOLER

	TOTAL
1 GENERAL CONDITIONS	\$663
2 LABOR TO INSTALL CONDENSING UNIT AND DRILL ADDITIONAL HOLES IN COOLER	\$1,200
3 ELECTRICAL	\$737
4 BOND	\$24
5 FEE	\$221
	<hr/> \$2,844

Hardy Construction
Adam Peterson
Email 2.25.2025

Here is a breakout for the change order for \$2,844:

This was for work that Bargreen Ellingson did not do including drilling through several layers of stainless steel, rotohammering out concrete for the lines that needed ran and also setting and installing their condensing unit on top of their freezer.

General conditions costs: onsite meeting (superintendent and myself) with Mike at Bargreen and numerous long phone calls with Mike at Bargreen to discuss his requirements for core holes, procuring hole saws and clean up from work

Carpentry: approximately 18 manhours cutting holes in stainless steel and drilling through concrete for Bargreen

(CT evaluation \$1,200 / 18 hours = \$67 / hour for 2 guys for 1.2 days)

Electrical: as shown in Ace's breakout to wire Bargreen's condensing unit

Adam Peterson

From: msokoloski@aceelectricmt.com
Sent: Wednesday, September 4, 2024 10:06 AM
To: Adam Peterson
Cc: Tim Galvin
Subject: RE: Metra

Adam - Not sure if you need something more formal on this...
Additional Cooler work.
6 hours @ 105.00 = 630.00
Material 100.00
730.00

Mark Sokoloski
Ace Electric Inc.
808 West Main
Laurel, MT 59044
406.628.8886
406.860.5453

From: Adam Peterson <adam@hardymt.net>
Sent: Thursday, August 22, 2024 12:28 PM
To: msokoloski@aceelectricmt.com
Cc: Tim Galvin <tim@hardymt.net>
Subject: RE: Metra

Yessir!

Adam Petersen, Project Manager

Hardy Construction Co.

PO Box 1203 | Billings, MT 59103

Phone: (406) 252-0510

Cell: (402) 840-2258

Fax: (406) 252-3590

From: msokoloski@aceelectricmt.com <msokoloski@aceelectricmt.com>
Sent: Thursday, August 22, 2024 12:21 PM
To: Adam Peterson <adam@hardymt.net>
Cc: Tim Galvin <tim@hardymt.net>
Subject: Metra

Adam –

FYI - Sounds like we had to do some additional work for the Cooler folks. I told Lance to proceed with this work on a T/M basis.

Mark Sokoloski
Ace Electric Inc.
808 West Main
Laurel, MT 59044
406.628.8886
406.860.5453

B.O.C.C. Regular

4. a.

Meeting Date: 04/29/2025

Title: Trailhead Cattlewomen PILT Request

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Trailhead Cattlewomen PILT request.

BACKGROUND:

Trailhead CattleWomen have requested \$500 of PILT funding.

RECOMMENDED ACTION:

Aprove or Deny.

Attachments

PILT Request

SPONSORSHIP INVOICE



PAY TO:

DATE: 03/10/2025

Trailhead Cattlewomen
PO Box 23
Pompeys Pillar, MT 59064

DESCRIPTION	AMOUNT
LONGEST TABLE SPONSOR	\$500.00
THANK YOU FOR YOUR SUPPORT!	
TOTAL DUE	\$500.00

THANK YOU FOR YOUR SPONSORSHIP, ANY QUESTIONS PLEASE CONTACT KAE MCCLOY 406-855-9811 OR
DAWN CARL 701-770-7402

B.O.C.C. Regular

4. b.

Meeting Date: 04/29/2025

Title: Change Order #1 - Sprague Roofing - Admin Building Roof Replacement

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #1 - Sprague Roofing - Admin Building Roof Replacement

BACKGROUND:

The original contract with Sprague Roofing for the roof replacement was for \$106,432. A core sample of the admin building roof was taken that showed some insulation but subpar to the industry standard. Change order #1 will add an additional layer of 2in insulation and 24 ga. prefinished steel coping cap at the upper roof section to protect from leaks in the parapet wall. This will increase the contract by \$40,500 for a new total of \$146,932.

RECOMMENDED ACTION:

Sign change order and return a copy to Finance.

Attachments

CO #1 - Sprague Roofing - Admin Bldg

Change Order #1



Project Name: Miller Building Roof Replacement

Project Location: 301 N 29th St. Billings, MT

General Contractor: N/A

Date Submitted: 4/18/25

Owner Representative: Matt Kessler

Phone: (406) 425-8590

Email: mkessler@yellowstonecountymt.gov

Sprague Representative: Clay Cathey

Phone: (406) 697-7577

Email: Clay@spragueroofing.net

DESCRIPTION OF CHANGE

Line Item Cost

1. Install additional layer of 2" Poly iso insulation. (20 PSI) (Loose Laid). Install nailer and 24 Ga. prefinished steel coping cap at upper roof section only.

\$ 40,500.00

Total

\$ 40,500.00

REASON FOR CHANGE

1. Requested per Matt Kessler/ Tim Kaczmarek

CHANGE IN CONTRACT PRICE

CONTRACT PRICE (INCLUDING PREVIOUS COs)

\$ 106,432.00

CHANGE ORDER PRICE

\$ 40,500.00

TOTAL CONTRACT PRICE WITH APPROVED CHANGES

\$ 146,932.00

AUTHORIZATION

Owner Name:

Yellowstone County

Contractor:

Sprague Construction Roofing LLC

Authorized By Signature:

Submitted By Signature

Authorized Representative (Printed):

Sprague Representative (Printed):

Clay Cathey

Title:

Title:

Project Manager

Date Authorized:

Date Submitted:

4/18/2025

B.O.C.C. Regular

4. c.

Meeting Date: 04/29/2025

Title: Community Seven Agreement

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Community 7 Agreement

BACKGROUND:

Our agreement with Community 7 to provide broadcasting services for Board of County Commissioner meetings expires June 30, 2025. This is the new five-year agreement.

RECOMMENDED ACTION:

Approve.

Attachments

Community Seven Agreements

PROFESSIONAL SERVICES CONTRACT

BROADCASTING CONTRACTOR

This contract is entered into this 22nd day of April, 2025, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**BOARD**,” and **Billings Community Cable Corporation**, hereinafter referred to as “**CONTRACTOR**”.

1. The BOARD engages CONTRACTOR to perform duties as a broadcaster.

SCOPE OF SERVICES:

2. CONTRACTOR agrees to perform, in a professional, timely manner, all of the duties, both expressed and implied, that relate to the following scope of services:

- Broadcast live the Tuesday meetings of the Yellowstone County Commissioners; and
- Rebroadcast the Tuesday meetings on the following Saturdays and Sundays.
- Produce and broadcast monthly segments on county departments and services
- Provide video archiving of regularly scheduled Tuesday Yellowstone County Commissioners meetings for a minimum of on (1) year. This service will include video-on-demand playback of all archived meetings and the content will be indexed per agenda items set forth by the meeting agenda. This service will be made available via the Community Seven's website.

TERM:

3. The term of this contract will commence on July 1, 2025, and terminate on June 30, 2030. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

4. The BOARD agrees to pay CONTRACTOR \$30,000 for Fiscal Year 2026, \$31,050 for Fiscal Year 2027, \$32,137 for Fiscal Year 2028, \$33,262 for Fiscal Year 2029 and \$34,426 for Fiscal Year 2030.

Broadcasting Contractor Contract

INDEPENDENT CONTRACTOR:

5. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees are the employee of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

6. The CONTRACTOR agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract.

INDEMNITY:

7. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CONTRACTOR's agents or employees in the performance of the professional services under contract.

LEGAL REMEDIES:

8. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall be entitled to recover all reasonable expenses, including attorney fees, witness and expert witness fees and court costs.

Broadcasting Contractor Contract

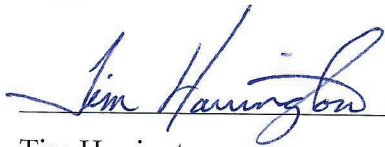
9. The parties agree that this contract shall be governed by the laws of the State of Montana, and that venue shall be in the Thirteenth Judicial District Court, Billings, (Yellowstone County) Montana.

10. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.

11. This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

IN WITNESS WHEREOF, the parties set their hands and seals this 22nd day of April, 2025.

BILLINGS COMMUNITY
CABLE CORPORATION



Tim Harrington
Executive Director

(SEAL) ATTEST

Jeff Martin, Clerk and Recorder

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

John Ostlund, Member

Michael J. Waters, Member

B.O.C.C. Regular

4. d.

Meeting Date: 04/29/2025

Title: Request to Expend - Finance - New Postage Machine

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request to Expend - Finance - New Postage Machine

BACKGROUND:

The Finance department is requesting the Commissioners' approval for the purchase of a new postage machine. The current postage machine will not be in compliance with USPS as of June 30th, 2025 and is unable to be updated. The cost is \$10,999.16. The purchase was not anticipated or included in the FY25 budget, however there are sufficient funds in the Miscellaneous Capital Equipment fund (1000.000.199.411800.940) to cover the purchase.

RECOMMENDED ACTION:

Approve, sign RTE and return a copy to Finance.

Attachments

RTE - Postage Machine



Yellowstone County

Request to Expend

07/01/2021

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

MailCenter 2000 postage machine

Cost: \$10,999.16

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$10,999.16

Explanation of Purchase

The current postage machine will not be in compliance with USPS as of June 30, 2025 and is not able to be updated.

Finance

Department

Budget Information

Account Numbers: 1000.000.199.411800.940

Budget Balance: \$104,940.06

Is this a budgeted item? No

Finance Note:

[Signature]
Elected Official or Department Manager

COMMISSIONER ACTION

Approved: YES ___ NO ___

Tabled: ___

Date: ___

Votes: YES NO

Chairperson ___

Member ___

Member ___

[Signature] 4/21/25

Purchasing Agent

Date

B.O.C.C. Regular

4. e.

Meeting Date: 04/29/2025

Title: ARPA Project Tracking Sheet Update

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

ARPA Project Tracking Sheet

BACKGROUND:

ARPA Project Tracking Sheet updated through 4/15/25

RECOMMENDED ACTION:

File

Attachments

ARPA Project Tracking Sheet - through 4.15.25

ARPA Projects

UPDATED: 4/15/2025

Cash @ 7.1.21
 Revenue rec'd 6/10/22
 LATC Funds rec'd 12/20/22 A101 #104900 // 7/31/23 A101 #109225
 COB Water Main Repl. Share A101 #109669 8/23/23 // A101 #116289 7/24/24
 COB STDF Portion A101 #116379 12/31/24 // A101 #119681 1/16/25
 Expended to date

Cash @ 4/15/25

Remaining Budgeted Projects w/o Contingency
 Left to Expend/ Assign

Predicted Expenditures
\$ 15,665,317.00
15,665,317.00
125,781.82
325,606.10
1,250,000.00
(26,657,634.00)
6,374,387.92
(6,374,387.92)
\$ 0.00

Remaining Funds to Spend

-	CAB -Plumbing project
-	Project #6 - South Expo Lot (Water Service Lines)
1,250,000.00	Short Term Detention Facility project

Name	Discussion	Budget	Expended	Remaining Exp.	Explanation for Variance	Expenditure Category
IAQ (indoor air quality) upgrades - HEPA Filtration (Original anticipated budget was \$4,000,000)	5/27/21, 7/12/21					1.4 - Prevention in Congregate Settings
(COMBINED WITH IAQ PROJECT)						
- Propane-air standby facility (Original Budget was	5/27/21, 7/12/21	\$ 1,356,565.40	\$ (1,356,565.40)	\$ -	Deduct REPLACING ALL Roof Top AHU - Declined by BOCC	1.4 - Prevention in Congregate Settings

Digital screens/ public address system - PA System	5/27/21, 7/12/21	\$ 305,604.85	\$ (305,604.85)	\$ -	DEDUCT - Did not replace 186 Sub-Woofer in original budget	1.7-Other COVID-19 Public Health Expenses
- Arena Security system & Parking Lot	5/27/21, 7/12/21	\$ 1,134,518.33	\$ (1,134,518.33)	\$ -	Deducted Data Cables and extensive number of drops proposed for Expo & Pavilion	1.7-Other COVID-19 Public Health Expenses (incl. Comm., Enforcement, Isolation/Quarantine)
- LED Video Display/Signage	5/27/21, 7/12/21	\$ 1,442,076.20	\$ (1,442,076.20)	\$ -	Bids came in substantially below original estimates	1.7-Other COVID-19 Public Health Expenses

Sewer, Water, and Power infrastructure upgrades (Original Budget was \$14,509,546.00)	5/27/21, 7/12/21					5.18- Water and Sewer: Other
PROJECT #1 OF 6 - VIP PREMIUM LOT (COMPLETED) & ARENA PARKING LOT ISLANDS (COMPLETED)		\$ 900,037.23	\$ (900,037.23)	\$ -	Reduced # of Security Cameras & bids came in under estimates // Est vs. Bid	
PROJECT #2 OF 6 - LOWER LOT (PAVILION & EXPO) OUTSIDE SEWER LINES		\$ 6,929,149.43	\$ (6,929,149.43)	\$ -	City Participation and value engineering	5.18- Water and Sewer: Other
PROJECT #3 OF 6 - ARENA LOT & RIDESHARE BID = \$2,178,344.00 less exclusion of vault (\$528,000.00) + C.O.s 60,860.52 = \$1,711,979.52		\$ 1,530,797.89	\$ (1,530,797.89)	\$ -	Bids came in below original estimates and removed Vault replacement	5.18- Water and Sewer: Other
PROJECT #4 OF 6 - ARENA - INDOOR SEWER LINES		\$ 315,319.52	\$ (315,319.52)	\$ -		5.18- Water and Sewer: Other
PROJECT #5 OF 6 - BACK LOTS / RV LOTS (ELECTRICAL, WATER, SANITARY SEWER, ROCK SCALING, SCARFING ROCK LEDGE, WEB CABLE NETTING)		\$ 4,346,337.54	\$ (4,346,337.54)	\$ -		5.18- Water and Sewer: Other
PROJECT #6 OF 6 - METRA H2O LINES		\$ 1,475,237.72	\$ (1,475,237.72)	\$ -		5.18- Water and Sewer: Other
PROJECT #6 OF 6 - SOUTH EXPO LOT - WATER SERVICE LINES - CITY OF BILLINGS PORTION (not ARPA reported)	CITY FUNDS	\$ 325,606.10	\$ (325,606.10)	\$ -	CITY PORTION OF WATER MAIN REPLACEMENT	N/A

Lockwood TEDD - Engineering Costs (Original Budget was \$556,000.00)	5/27/21, 7/12/21	\$ 772,305.83	\$ (726,552.23)	\$ -	Will be done by end of FY25	7.2- Transfer to Other Units of Gov't
--	------------------	---------------	-----------------	------	-----------------------------	---------------------------------------

Previously Completed Projects (YWCA \$200k; Huntley Water & Sewer \$25k; Kart Kleen \$53,850; LUX Electrostatic Cleaner \$1,702; Temperature Scanner \$2,907; Remote Learning Wifi and Cabling YSC \$13,583.49; VTC Equip for Justice Court \$2,388.88)		\$ 299,431.37	\$ (299,431.37)	\$ -		
---	--	---------------	-----------------	------	--	--

County Attorney	10/26/2021	\$ 996,901.51	\$ (996,901.51)	\$ -	Last Entry made FY25 7/31/24	3.4-Public Sector Capacity: Effective Service Delivery
-----------------	------------	---------------	-----------------	------	------------------------------	--

EXTENSION / 4H HVAC SYSTEM		\$ 132,880.00	\$ (132,880.00)	\$ -		6.1- Provision of Government Services
----------------------------	--	---------------	-----------------	------	--	---------------------------------------

County Admin/Miller Building - HVAC		\$ 1,790,605.00	\$ (533,080.05)	\$ (1,257,524.95)	HVAC portion of Dick Anderson Construction contract.	1.4-Prevention in Congregate Settings
County Admin/Miller Building - Plumbing		\$ 1,924,690.28	\$ (641,206.99)	\$ (1,283,483.29)	Plumbing portion of Dick Anderson Construction contract is \$2,199,408 - reduced budget by \$320,471.32 (\$125,781.82 LATC funds + \$194,689.50 GF portion) to get to zero dollars left to obligate	6.1-Provision of Government Services
County Admin/Miller Building - Plumbing (LATC Funds Report)	LATC FUNDS	\$ 125,781.82	\$ (125,781.82)	\$ -	Plumbing from Dick Anderson Construction contract partially funded with LATC Funds - FINAL REPORT WILL BE 12/31/25	

Short Term Jail		\$ 5,723,929.50	\$ (3,140,549.82)	\$ (2,583,379.68)	Remainder of project/contracts to be expensed out of General Fund CIP; this budget amount represents signed contracts as of 12/31/24.	6.1-Provision of Government Services
Short Term Jail (not ARPA reported)	CITY FUNDS	1,250,000.00	-	\$ (1,250,000.00)	Received \$500k & \$750k in FY25, and will receive \$750k in FY26	

*Color indicates completed project

\$ 33,077,775.52 \$ (26,657,634.00) \$ (6,374,387.92)

B.O.C.C. Regular

4. f.

Meeting Date: 04/29/2025

Title: Notice to Vacate property at 3316 King Ave East

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Notice to Tenant to Vacate Property Located at 3316 King Ave East, Billings MT 59101

BACKGROUND:

90 notice to vacate property.

RECOMMENDED ACTION:

Approve.

Attachments

Notice to Vacate

Yellowstone County



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

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

April 29, 2025

Rainbow Property Management Inc.
3316 King Ave East
Billings, MT 59101

RE: Notice to Vacate

Dear Rainbow Property Management Inc,

Please be advised that pursuant to "Article VI: Termination" of the Agreement signed April 21, 2022, Yellowstone County will no longer require Rainbow Property Management, Inc to manage the property located at 3316 King Ave, Billings, MT 59101.

This letter serves as a ninety (90) day notice to vacate the property noted above on or before July 28, 2025, at which time the contract with Rainbow Property will be terminated. Please notify the current tenant that the property will no longer be available after July 28, 2025.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

John Ostlund, Member

B.O.C.C. Regular

4. g.

Meeting Date: 04/29/2025

Title: Request to Expend - Metra - New Ovens

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request to Expend - Metra - New Ovens

BACKGROUND:

The Metra Food & Beverage Department is requesting Commissioners' approval for the purchase of two new convection ovens for concessions. There was \$10,750 that was originally budgeted for new pretzel warmers. The manufacturer provided Metra with new pretzel warmers for free since they sell the manufacturer's product. With Commissioner approval, these funds would be used to purchase the new convection ovens instead. The funds would come from the Metra Food & Beverage CIP - Operating Supplies (5811.000.553.460442.220).

RECOMMENDED ACTION:

Approve, sign RTE and return a copy to Finance.

Attachments

RTE - Metra F&B Ovens



Yellowstone County

Request to Expend

07/01/2021

This form is to be completed for all Capital outlay requests (a single item costing \$2,500.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested: 2 new ovens

Cost: \$10,300

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$10,300

Explanation of Purchase

We budgeted \$10,750 for new pretzel warmers for concessions. The manufacturer gave us new pretzel warming equipment because we sell their product. We would like to take that budget and purchase 2 new convection ovens for concessions

Metra Food and Beverage

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 5811.000.583.460442.220

Approved: YES ___ NO ___

Budget Balance: \$21,994.00

Tabled: ___

Is this a budgeted item? Yes

Date: ___

Finance Note: ___

Votes: YES ___ NO ___

Chairperson ___

Member ___

Member ___

Mr. Kessler 4/23/25

Purchasing Agent

Date

B.O.C.C. Regular

4. h.

Meeting Date: 04/29/2025

Title: CDBG Grant #MT-CDBG-PL-22-02 Request for Reimbursement - \$18,750.00

Submitted For: Marti Burroughs, Comptroller

Submitted By: Marti Burroughs, Comptroller

TOPIC:

CDBG Grant #MT-CDBG-PL-22-02 Request for Reimbursement - \$18,750.00

BACKGROUND:

This is the first reimbursement request for the Community Development Block Grant grant for the West Billings Neighborhood Plan Update from the Montana Department of Commerce Community Planning. The plan update is scheduled to be completed in 8/2025.

RECOMMENDED ACTION:

John Ostlund to sign the 'Planning Grant Progress Report' and the 'Request for Funds for Planning Grants' forms.

Attachments

CDBG Grant #MT-CDBG-PL-22-02 Request for Reimbursement - \$18,750.00

Community Development Block Grant Planning Grant Progress Report

Planning Progress Reports must be submitted with the Request for Funds form during the term of the contract agreement.		
Date submitted: 4/24/25	Report period: Quarter 1, Fiscal Year 2025	
A. Grantee	Yellowstone County	
B. Primary contact	Marti Burroughs	
C. Phone and email	(406) 256-2721	mburroughs@yellowstonecountymt.gov
D. County, city, zip code	Yellowstone County, Billings, MT 59107	
E. Contract number	MT-CDBG-PL-22-02	
F. Planning project	West Billings Neighborhood Plan Update	
G. Name and location of all primary contractors, subcontractors and sub-recipient entities engaged in any of the activities described in section 6 scope of work of contract	Contractor name	City, State
	Sanbell	Billings, MT
H. Current status of the project	Percentage complete 80 %	
	Is the project on track with the implementation schedule? If not, explain any issues in section M. <div style="display: flex; justify-content: space-between;"> Yes No </div>	

I. Anticipated project completion date	8/31/2025
J. Cumulative costs incurred thus far	\$ 39,306.70
K. Amount invoiced with this progress report	\$ 18,750.00
L. Grant funds remaining	\$ 18,750.00
M. Problems encountered and necessary modifications in the scope of work, budget or implementation schedule	This project experienced delays, but after we were granted an extension of the grant period, it has been moving along.
N. Additional comments	
To the best of my knowledge and belief, the information provided on this form is true and correct.	
Signature: _____ Title: _____ Date: _____	



Community Development Block Grant Request for Funds for Planning Grants

SECTION I - CDBG PL RECIPIENT INFORMATION				
CDBG CONTRACT NUMBER MT-CDBG-PL-22-02		DRAWDOWN NUMBER 1	TOTAL AMOUNT REQUESTED \$18,750.00 (and \$18,750.00 when complete)	
NAME AND ADDRESS OF CDBG RECIPIENT: Yellowstone County PO Box 35003 Billings, MT 59107		MAKE DEPOSIT PAYABLE TO: Yellowstone County LAST FOUR OF ACCOUNT & ABA (ROUTING) NUMBERS:		
SECTION II - FINANCIAL INFORMATION				
	A Amount of CDBG Grant	B CDBG Grant Amount Expended Prior to This Draw	C CDBG Grant Amount Requested	D CDBG Grant Balance Remaining After This Draw
ENGINEERING/PROF SERVICES	\$37,500.00	\$-0-	\$18,750.00	\$18,750.00
SECTION III - PROJECT STATUS - Please provide a brief description of what has been accomplished.				
<p>Contractor Sanbell has accomplished the following:</p> <ul style="list-style-type: none">*Project kick-off meeting with Yellowstone County Planning department staff and bi-weekly coordination with staff, weekly progress reports*Steering committee organization, initial kick-off meeting, regular meetings*Public outreach plan finalized; website development, updates, and maintenance; goals and policies public survey prepared, distributed, analyzed; public open house conducted*Background research review of 2001 planning documents and past participants, to establish baseline data for population, transportation, and infrastructure*Background report updated and finalized*West End Rotary presentation, Billings City Council update*Boundary map finalized after revisions with Yellowstone County Planning department staff*Themes finalized after evaluation of 2001 plan themes and goals*Future land use map background and categories analyzed*Future land use categories revised, updated, finalized*Plan document drafting, including layout of Table of Contents				
SECTION IV - LOCAL APPROVAL - Please also attach closeout form if this is the final draw. Submit draw requests and supporting documentation to: Montana Department of Commerce, P.O. Box 200523, Helena MT 59620-0523.				
DATE:	SIGNATURE		TITLE	
DATE:	COUNTERSIGNATURE		TITLE	
SECTION V - Commerce APPROVAL				
EXPENDITURES ARE REASONABLE; APPROPRIATE FINANCIAL NUMBERS; SIGNATURES CORRECT; AND CONSISTENT WITH PRECEDING DRAW AND SABHRS.		APPROVED BY: TITLE: DATE:		

UNIFORM INVOICE TRACKING SPREADSHEET FOR: CDBG West Billings Neighborhood Plan Update - MT-CDBG-PL-22-02

DATE: 4/24/2025

Vendor's Name	Invoice or Pay Estimate Number	Invoice Date or Time Period Covered	Task Description	Total Amount of Invoice	Warrant Number	Date Paid	Source, Amount Expended, Drawdown					Total Amount Paid This Invoice
							Montana Department of Commerce - Community Planning	#	City of Billings	#	#	
Sanbell	56026	01/11/24	Initial planning, meeting, & research	\$ 3,909.25	524454	01/23/24	\$ 3,909.25	1				\$ 3,909.25
Sanbell	56261	02/14/24	Steering committee meeting, boundary map, research, & drafting	\$ 8,766.60	525176	02/20/24	\$ 8,766.60	1				\$ 8,766.60
Sanbell	56460	03/12/24	Committee meeting, research, planning, web development	\$ 5,140.45	525851	03/19/24	\$ 5,140.45	1				\$ 5,140.45
Sanbell	56669	04/12/24	Committee meeting, web update, research, public open house	\$ 7,532.55	526619	04/23/24	\$ 7,532.55	1				\$ 7,532.55
Sanbell	56850	05/13/24	Steering committee meeting, background report for baseline date	\$ 5,443.50	527397	05/21/24	\$ 5,443.50	1				\$ 5,443.50
Sanbell	56996	06/11/24	Committee meeting, land use review, progress reporting	\$ 1,260.17	528202	06/19/24	\$ 1,260.17	1				\$ 1,260.17
Sanbell	57177	07/11/24	Public engagement, web maintenance, staff coordination	\$ 672.60	529189	06/30/24	\$ 672.60	1				\$ 672.60
Sanbell	57462	08/14/24	Update background report, land use mapping, meetings & presentations	\$ 2,590.17	530296	08/27/24	\$ 2,590.17	1				\$ 2,590.17
Sanbell	57667	09/17/24	Land use categories and map analysis, staff coordination	\$ 384.27	530981	09/24/24	\$ 384.27	1				\$ 384.27
Sanbell	57918	10/24/24	Update land use categories, draft themes, staff coordination	\$ 418.47	531855	11/04/24	\$ 418.47	1				\$ 418.47
Sanbell	58344	12/30/24	Update land use categories, draft themes, staff coordination	\$ 869.25	533607	01/07/25	\$ 869.25	1				\$ 869.25
Sanbell	58450	01/13/25	City council update, draft land use map, prepare public survey	\$ 810.35	533908	01/21/25	\$ 512.72	1	\$ 297.63			\$ 810.35
Sanbell	58530	01/31/25	Draft land use map and plan document	\$ 1,509.07	534402	02/11/25		1	\$ 1,509.07			\$ 1,509.07
			TOTAL INVOICES	\$ 39,306.70			\$ 37,500.00		\$ 1,806.70	\$ -		\$ 39,306.70
			TOTAL BUDGET	\$ 50,000.00			\$ 37,500.00		\$ 12,500.00	\$ -		\$ 50,000.00
			BALANCE	\$ 10,693.30			\$ -		\$ 10,693.30	\$ -		\$ 10,693.30

UNIFORM STATUS OF FUNDS SPREADSHEET FOR: CDBG West Billings Neighborhood Plan Update - MT-CDBG-PL-22-02															
DATE: 4/24/2025															
	Source: Montana Department of Commerce				Source: City of Billings				Source:				Total Budget		
	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Previously Expended	Amount of Draw	Balance Remaining	Budgeted	Expended	Balance
ADMINISTRATIVE/ FINANCIAL COSTS:															
Professional Services	\$37,500.00		\$18,750.00		\$12,500.00		\$1,806.70						\$50,000.00	\$0.00	\$20,556.70
Total Administrative Costs	\$37,500.00	\$0.00	\$18,750.00	\$18,750.00	\$12,500.00	\$0.00	\$1,806.70	\$10,693.30	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$20,556.70
ACTIVITY COSTS:															
Total Activity Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL PROJECT COSTS	\$37,500.00	\$0.00	\$18,750.00	\$18,750.00	\$12,500.00	\$0.00	\$1,806.70	\$10,693.30	\$0.00	\$0.00	\$0.00	\$0.00	\$50,000.00	\$0.00	\$20,556.70

Yellowstone County

Trial Balance - On Demand Report Fiscal Year: 2023-2024 Line Description From Date: 7/1/2023 To Date: 6/30/2024 ☐ Print accounts with zero balance

CDBG GRANTS - 2940

EXPENDITURE

2940.000.246.470314.397 / CDBG WEST BILLINGS NEIGHBORHOOD PLAN UPDATE

Transaction Detail											
Date	Entry	Check Number	Deposit No.	Invoice Number	PO Number	Voucher	Group ID	Memo	Vendor	Amount	Journal
01/23/2024	1554	524454	0	01/18/2024	585799	1178	45309	I#56026 YC WEST BILLINGS NE	SANDERSON STEWART	\$4,115.00	AP
01/23/2024	1554	524454	0	01/18/2024	585799	1178	45309	I#56026 5% RETAINAGE	SANDERSON STEWART	-\$205.75	AP
02/20/2024	1747	525176	0	02/16/2024	586623	1204	45338	I#56261 YC WEST BLGS PLAN	SANDERSON STEWART	\$9,228.00	AP
02/20/2024	1747	525176	0	02/16/2024	586623	1204	45338	I#56261 5% RETAINAGE 2/14/2	SANDERSON STEWART	-\$461.40	AP
03/19/2024	1976	525851	0	03/18/2024	587444	1227	45369	I#56460 YC WEST BLGS PLAN	SANDERSON STEWART	\$5,411.00	AP
03/19/2024	1976	525851	0	03/18/2024	587444	1227	45369	I#56460 5% RETAINAGE 3/14/2	SANDERSON STEWART	-\$270.55	AP
04/23/2024	2248	526619	0	04/17/2024	588250	1259	45399	I#56669 YC WEST BLGS PLAN	SANDERSON STEWART	\$7,929.00	AP
04/23/2024	2248	526619	0	04/17/2024	588250	1259	45399	I#56669 5% RETAINAGE 4/12/2	SANDERSON STEWART	-\$396.45	AP
05/21/2024	2423	527397	0	05/16/2024	589151	1277	45428	I#56850 YC WEST BLGS PLAN	SANDERSON STEWART	\$5,730.00	AP
05/21/2024	2423	527397	0	05/16/2024	589151	1277	45428	I#56850 5% RETAINAGE 5/13/2	SANDERSON STEWART	-\$286.50	AP
06/19/2024	2672	528202	0	06/18/2024	590203	1302	45461	I#56996 YC WEST BLGS PLAN	SANDERSON STEWART	\$1,326.50	AP
06/19/2024	2672	528202	0	06/18/2024	590203	1302	45461	I#56996 5% RETAINAGE 6/11/2	SANDERSON STEWART	-\$66.33	AP
06/30/2024	2879	529189	0	06/30/2024	591067	1320	45473	I#57177 YC WEST BLGS PLAN	SANDERSON STEWART	\$708.00	AP
06/30/2024	2879	529189	0	06/30/2024	591067	1320	45473	I#57177 5% RETAINAGE 7/8/24	SANDERSON STEWART	-\$35.40	AP
06/30/2024	2977	0	0		0			JV98: BOOK RETAINAGE FY24		\$1,722.38	GL
Detail Total:										\$34,447.50	

EXPENDITURE TOTAL

Grand Total:

Asset Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Liability Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Fund Balance Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Revenue Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Expenditure Totals:	\$0.00	\$34,447.50	\$0.00	\$34,447.50
Transfers In Totals:	\$0.00	\$0.00	\$0.00	\$0.00
Transfers Out Totals:	\$0.00	\$0.00	\$0.00	\$0.00

There are Funds Out of Balance

General Ledger Total:	\$0.00	\$34,447.50	\$0.00	\$34,447.50
-----------------------	--------	-------------	--------	-------------

End of Report

Yellowstone County

Trial Balance - On Demand Report

Fiscal Year: 2024-2025 Line Description

From Date: 7/1/2024

To Date: 3/31/2025

☐ Print accounts with zero balance

CDBG GRANTS - 2940

EXPENDITURE

2940.000.246.470314.397 / CDBG WEST BILLINGS NEIGHBORHOOD PLAN UPDATE

Opening Balance

Debits

Credits

Ending Balance

\$0.00

\$6,581.58

(\$1,722.38)

\$4,859.20

Transaction Detail

Date	Entry	Check Number	Deposit No.	Invoice Number	PO Number	Voucher	Group ID	Memo	Vendor	Amount	Journal
08/27/2024	365	530296	0	08/19/2024	594027	1042	45523	I#57462 YC WEST BLGS PLAN	SANBELL	\$2,726.50	AP
08/27/2024	365	530296	0	08/19/2024	594027	1042	45523	I#57462 5% RETAINAGE 8/14/2	SANBELL	-\$136.33	AP
09/24/2024	607	530981	0	09/23/2024	595028	1068	45558	I#57667 YC WEST BLGS PLAN	SANBELL	\$404.50	AP
09/24/2024	607	530981	0	09/23/2024	595028	1068	45558	I#57667 5% RETAINAGE 9/17/2	SANBELL	-\$20.23	AP
11/04/2024	880	531855	0	11/01/2024	595956	1097	45597	I#57918 YC WEST BLGS PLAN	SANBELL	\$440.50	AP
11/04/2024	880	531855	0	11/01/2024	595956	1097	45597	I#57918 5% RETAINAGE 10/24/	SANBELL	-\$22.03	AP
01/07/2025	1388	533607	0	12/30/2024	597959	1156		YC WEST BLGS PLAN 11/24; I#	SANBELL	\$915.00	AP
01/07/2025	1388	533607	0	12/30/2024	597959	1156		I#58344 5% RETAINAGE 12/30/	SANBELL	-\$45.75	AP
01/21/2025	1532	533908	0	01/17/2025	598359	1171	45674	YC WEST BLGS PLAN 12/24; PI	SANBELL	\$853.00	AP
01/21/2025	1532	533908	0	01/17/2025	598359	1171	45674	I#58450 5% RETAINAGE 1/13/2	SANBELL	-\$42.65	AP
02/11/2025	1717	534402	0	02/05/2025	598828	1196	45693	W BLGS PLAN UPDATE JAN 25	SANBELL	\$1,588.50	AP
02/11/2025	1717	534402	0	02/05/2025	598828	1196	45693	5% RETAINAGE W BLGS PLAN	SANBELL	-\$79.43	AP
02/28/2025	1949	0	0		0			JV73: RVRS 6/24 JV98: SANDEI		-\$1,722.38	GL
Detail Total:										\$4,859.20	

EXPENDITURE TOTAL

\$0.00

\$6,581.58

(\$1,722.38)

\$4,859.20

Grand Total:

\$0.00

\$6,581.58

(\$1,722.38)

\$4,859.20

Asset Totals:

\$0.00

\$0.00

\$0.00

\$0.00

Liability Totals:

\$0.00

\$0.00

\$0.00

\$0.00

Fund Balance Totals:

\$0.00

\$0.00

\$0.00

\$0.00

Revenue Totals:

\$0.00

\$0.00

\$0.00

\$0.00

Expenditure Totals:

\$0.00

\$6,581.58

(\$1,722.38)

\$4,859.20

Transfers In Totals:

\$0.00

\$0.00

\$0.00

\$0.00

Transfers Out Totals:

\$0.00

\$0.00

\$0.00

\$0.00

There are Funds Out of Balance

General Ledger Total:

\$0.00

\$6,581.58

(\$1,722.38)

\$4,859.20

End of Report

SANDERSON STEWART

Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

January 11, 2024
Invoice No: 56026

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (pleckerm@billingsmt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- project kick off meeting with Planning Department staff
- proposed boundary map for Neighborhood Plan, with revisions requested by Planning Staff
- Initial public outreach plan
- Research of prior planning documents for background research

Professional Services through December 31, 2023

2940-246-470314-397 

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount	
Planner II	2.80	145.00	406.00	
Senior Planner III	.70	200.00	140.00	
Senior Project Administrator	1.00	115.00	115.00	
Totals	4.50		661.00	
Total Labor				661.00

Billing Limits	Current	Prior	To-Date	
Total Billings	661.00	0.00	661.00	
Limit			3,828.00	
Remaining			3,167.00	
		Total this Phase		\$661.00

Phase 200 Project Initiation

Professional Services

	Hours	Rate	Amount	
Staff Planner II	7.00	115.00	805.00	
Planner II	5.60	145.00	812.00	
Senior Planner III	1.70	200.00	340.00	
Totals	14.30		1,957.00	
Total Labor				1,957.00

ENDURING COMMUNITY

DESIGN

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	56026
Billing Limits		Current	Prior	To-Date
Total Billings		1,957.00	0.00	1,957.00
Limit				2,072.00
Remaining				115.00
Total this Phase				\$1,957.00
Phase	300	Public Participation and Engagement		
Professional Services				
		Hours	Rate	Amount
Planner II		2.60	145.00	377.00
Marketing Coordinator		.80	110.00	88.00
Totals		3.40		465.00
Total Labor				465.00
Billing Limits		Current	Prior	To-Date
Total Billings		465.00	0.00	465.00
Limit				7,608.00
Remaining				7,143.00
Total this Phase				\$465.00
Phase	400	Comprehensive Analysis		
Professional Services				
		Hours	Rate	Amount
Planner II		6.20	145.00	899.00
Clerical/Admin		1.40	95.00	133.00
Totals		7.60		1,032.00
Total Labor				1,032.00
Billing Limits		Current	Prior	To-Date
Total Billings		1,032.00	0.00	1,032.00
Limit				18,848.00
Remaining				17,816.00
Total this Phase				\$1,032.00
Phase	600	Comprehensive Recommendations		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				1,566.00
Remaining				1,566.00
Total this Phase				0.00
Phase	700	Draft Plan		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				9,164.00
Remaining				9,164.00
Total this Phase				0.00
Phase	800	Plan Adoption		

Project	23379	Yellwstn-West Billings Neighborhood Plan		Invoice	56026
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				4,842.00	
Remaining				4,842.00	
Total this Phase					0.00
Phase	900	Final Document			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				2,072.00	
Remaining				2,072.00	
Total this Phase					0.00
Retainage					
Current Retainage		205.75 (5.00 % of 4,115.00)			-205.75
Retainage-To-Date		205.75			
Total this Invoice					<u>\$3,909.25</u>

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Tuesday, January 16, 2024 8:28 AM
To: Lisa Sticka
Cc: Jennifer Jones
Subject: RE: Sanderson Stewart Current Invoice

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Lisa,

I've reviewed this invoice and it appears fine to pay. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, January 11, 2024 2:14 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Cc: Jennifer Jones <jjones@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Hi Monica,

Once you have had a chance to review, can you let me know if you approve payment for this invoice? Once you approve, we can process it in Finance.

Thanks,
Lisa

From: Mindy Zscheile <mzschelle@sandersonstewart.com>
Sent: Thursday, January 11, 2024 1:58 PM
To: pleckern@billingsmt.gov; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Lauren Waterton <lwaterton@sandersonstewart.com>; Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hello –

Attached please find our current invoice 56026 for the Yellowstone County West Billings Neighborhood Plan project.

This invoice represents only the County portion. A separate invoice is being prepared for the City.

Please let us know if you have any questions. Thank you!

Mindy Zscheile

Lisa Sticka

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Thursday, January 11, 2024 1:58 PM
To: pleckerm@billingsmt.gov; Lisa Sticka
Cc: Lauren Waterton; Kyra Blanton
Subject: Sanderson Stewart Current Invoice
Attachments: 23379_Yellowstone County West Billings Neighborhood Plan_123123_Inv 56026.pdf

Hello –

Attached please find our current invoice 56026 for the Yellowstone County West Billings Neighborhood Plan project.

This invoice represents only the County portion. A separate invoice is being prepared for the City.

Please let us know if you have any questions. Thank you!

Mindy Zscheile
Senior Project Administrator
(she/her)

t: 970-797-2504



SANDERSON STEWART

Please remit to:
1300 North Translech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

February 14, 2024
Invoice No: 56261

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Steering Committee organization and initial kick off meeting
- Final public outreach plan, website development and plan initial activities
- Final plan area boundary map
- Background research to establish baseline data for population, housing, transportation and infrastructure
- Review 2001 plan and discussion with past participants
- Begin document layout with draft table of contents

Professional Services through January 31, 2024

Phase	100	Project Management & Coordination	2940-246-470314-397 W BLGS PLAN CD10 JAN24 ✓		\$9228.00
Professional Services			5% Retainage		(1461.40)
			Hours	Rate	Amount
		Senior Engineer II	.40	210.00	84.00
		Staff Planner II	3.40	115.00	391.00
		Planner II	3.70	145.00	536.50
		Senior Planner III	5.50	200.00	1,100.00
		Totals	13.00		2,111.50
		Total Labor			2,111.50
Billing Limits			Current	Prior	To-Date
		Total Billings	2,111.50	661.00	2,772.50
		Limit			3,828.00
		Remaining			1,055.50
			Total this Phase		\$2,111.50

Phase	200	Project Initiation			
Professional Services			Hours	Rate	Amount
		Senior Planner III	1.10	200.00	220.00
		Totals	1.10		220.00
		Total Labor			220.00

ENDURING COMMUNITY

DESIGN

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	56261
---------	-------	---	---------	-------

Billing Limits	Current	Prior	To-Date	
Total Billings	220.00	1,957.00	2,177.00	
Limit			2,072.00	
Adjustment				-105.00
Total this Phase				\$115.00

Phase 300 Public Participation and Engagement

Professional Services

	Hours	Rate	Amount	
Planner II	11.00	145.00	1,595.00	
Senior Planner III	2.30	200.00	460.00	
Marketing Coordinator	.30	110.00	33.00	
Totals	13.60		2,088.00	
Total Labor				2,088.00

Billing Limits	Current	Prior	To-Date	
Total Billings	2,088.00	465.00	2,553.00	
Limit			7,608.00	
Remaining			5,055.00	
Total this Phase				\$2,088.00

Phase 400 Comprehensive Analysis

Professional Services

	Hours	Rate	Amount	
Staff Planner II	22.00	115.00	2,530.00	
Planner II	5.80	145.00	841.00	
Senior Planner III	1.00	200.00	200.00	
Totals	28.80		3,571.00	
Total Labor				3,571.00

Billing Limits	Current	Prior	To-Date	
Total Billings	3,571.00	1,032.00	4,603.00	
Limit			18,848.00	
Remaining			14,245.00	
Total this Phase				\$3,571.00

Phase 600 Comprehensive Recommendations

Billing Limits

Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00
Limit		1,566.00	
Remaining		1,566.00	
Total this Phase			0.00

Phase 700 Draft Plan

Professional Services

	Hours	Rate	Amount	
Staff Planner II	7.50	115.00	862.50	
Senior Planner III	2.40	200.00	480.00	
Totals	9.90		1,342.50	
Total Labor				1,342.50

ENDURING COMMUNITY

DESIGN

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	56261
Billing Limits		Current	Prior	To-Date
Total Billings		1,342.50	0.00	1,342.50
Limit				9,164.00
Remaining				7,821.50
Total this Phase			\$1,342.50	
Phase	800	Plan Adoption		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				4,842.00
Remaining				4,842.00
Total this Phase			0.00	
Phase	900	Final Document		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				2,072.00
Remaining				2,072.00
Total this Phase			0.00	
Retainage				
Current Retainage		461.40 (5.00 % of 9,228.00)		-461.40
Prior Retainage		205.75		
Retainage-To-Date		667.15 ✓		
Total this Invoice			<u>\$8,766.60</u>	

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Thursday, February 15, 2024 1:20 PM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Good afternoon, yes, this invoice is fine to pay. Thanks!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, February 15, 2024 9:35 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Good morning Monica,
Is this invoice OK to pay?
Thanks,
Lisa

From: Mindy Zscheile <mzschelle@sandersonstewart.com>
Sent: Wednesday, February 14, 2024 1:40 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Lauren Waterton <lwaterton@sandersonstewart.com>; Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi –

Attached please find our current invoice 56261 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile
Senior Project Administrator
(she/her)

t: 970-797-2504



SANDERSON STEWART

Please remit to:
1300 North Transch Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107


March 12, 2024
Invoice No: 56460

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Steering Committee meeting
- Website development
- Preparation for public open house
- Continuation of background research to establish baseline data for population, housing, transportation and infrastructure
- Evaluation of 2001 plan themes and goals

Professional Services through February 29, 2024

2940-246-470314-397  3/18/24

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount
Staff Planner II	.20	115.00	23.00
Planner II	.50	145.00	72.50
Senior Planner III	2.30	200.00	460.00
Totals	3.00		555.50
Total Labor			555.50

Billing Limits	Current	Prior	To-Date
Total Billings	555.50	2,772.50	3,328.00
Limit			3,828.00
Remaining			500.00

Total this Phase \$555.50

Phase 200 Project Initiation

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	2,072.00	2,072.00
Limit			2,072.00

Total this Phase 0.00

Phase 300 Public Participation and Engagement

ENDURING COMMUNITY DESIGN

Project	23379	Illwstn-West Billings Neighborhood Plan	Invoice	56460
---------	-------	---	---------	-------

Professional Services

	Hours	Rate	Amount	
Staff Planner II	11.20	115.00	1,288.00	
Planner II	.30	145.00	43.50	
Senior Planner III	3.60	200.00	720.00	
Marketing Coordinator	10.40	110.00	1,144.00	
Totals	25.50		3,195.50	
Total Labor				3,195.50
Billing Limits	Current	Prior	To-Date	
Total Billings	3,195.50	2,553.00	5,748.50	
Limit			7,608.00	
Remaining			1,859.50	
		Total this Phase		\$3,195.50

Phase 400 Comprehensive Analysis

Professional Services

	Hours	Rate	Amount	
Planner II	4.00	145.00	580.00	
Senior Planner III	5.40	200.00	1,080.00	
Totals	9.40		1,660.00	
Total Labor				1,660.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,660.00	4,603.00	6,263.00	
Limit			18,848.00	
Remaining			12,585.00	
		Total this Phase		\$1,660.00

Phase 600 Comprehensive Recommendations

	Current	Prior	To-Date	
Billing Limits				
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	
		Total this Phase		0.00

Phase 700 Draft Plan

	Current	Prior	To-Date	
Billing Limits				
Total Billings	0.00	1,342.50	1,342.50	
Limit			9,164.00	
Remaining			7,821.50	
		Total this Phase		0.00

Phase 800 Plan Adoption

	Current	Prior	To-Date	
Billing Limits				
Total Billings	0.00	0.00	0.00	
Limit			4,842.00	
Remaining			4,842.00	
		Total this Phase		0.00

ENDURING COMMUNITY

DESIGN

Project	23379	Illwstn-West Billings Neighborhood Plan			Invoice	56460
Phase	900	Final Document				
Billing Limits		Current	Prior	To-Date		
Total Billings		0.00	0.00	0.00		
Limit				2,072.00		
Remaining				2,072.00		
Total this Phase					0.00	
Retainage						
Current Retainage		270.55 (5.00 % of 5,411.00)			-270.55	
Prior Retainage		667.15				
Retainage-To-Date		937.70				
Total this Invoice					<u>\$5,140.45</u>	

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Monday, March 18, 2024 8:36 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Yes, it is good to go. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Monday, March 18, 2024 8:16 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Good morning Monica,
Is this invoice approved for payment?
Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Thursday, March 14, 2024 9:26 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Lauren Waterton <lwaterton@sandersonstewart.com>; Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi –

Attached please find our current invoice 56460 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile
Senior Project Administrator
(she/her)

t: 970-797-2504



Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

April 12, 2024
Invoice No: 56669

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Steering Committee meeting
- Website updates
- Prepared and conducted public open house
- Background research to establish baseline data for population, housing, transportation and infrastructure

2940-246-42314-397
YC WBLGS PLAN 3/24

DS

Professional Services through March 31, 2024

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount
Planner II	.70	145.00	101.50
Senior Planner III	1.30	200.00	260.00
Totals	2.00		361.50
Total Labor			361.50

Billing Limits	Current	Prior	To-Date
Total Billings	361.50	3,328.00	3,689.50
Limit			3,828.00
Remaining			138.50

Total this Phase \$361.50

Phase 200 Project Initiation

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	2,072.00	2,072.00
Limit			2,072.00

Total this Phase 0.00

Phase 300 Public Participation and Engagement

Professional Services

	Hours	Rate	Amount
Staff Planner II	1.50	115.00	172.50
Planner II	1.70	145.00	246.50

Project	23379	Yellowstn-West Billings Neighborhood Plan		Invoice	56669
Senior Planner III		3.30	200.00	660.00	
Clerical/Admin		1.00	95.00	95.00	
Marketing Coordinator		10.80	110.00	1,188.00	
Totals		18.30		2,362.00	
Total Labor					2,362.00

Outside Services

Reimbursable Lodging

3/31/2024	SureStay Plus by Best Western	L. Waterton (03/19/2024)	40.45	} 40% Alloc to VC 60% Alloc to MPO
		GSA Room Charge		
3/31/2024	SureStay Plus by Best Western	L. Waterton (03/19/2024)	4.85	
		GSA Room Taxes		
3/31/2024	SureStay Plus by Best Western	L. Waterton (03/19/2024)	.80	
		GSA Room TBID Taxes		

Reimbursable Travel

3/8/2024	Waterton, Lauren	Delta Airfare	132.00	
----------	------------------	---------------	--------	--

Outside Services Total

178.10 178.10

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,540.10	5,748.50	8,288.60	
Limit			7,608.00	
Adjustment				-680.60

Total this Phase \$1,859.50

Phase 400 Comprehensive Analysis

Professional Services

	Hours	Rate	Amount	
Staff Planner II	42.60	115.00	4,899.00	
Planner II	4.20	145.00	609.00	
Senior Planner III	1.00	200.00	200.00	
Totals	47.80		5,708.00	
Total Labor				5,708.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	5,708.00	6,263.00	11,971.00	
Limit			18,848.00	
Remaining			6,877.00	

Total this Phase \$5,708.00

Phase 600 Comprehensive Recommendations

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	

Total this Phase 0.00

Phase 700 Draft Plan

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	1,342.50	1,342.50	
Limit			9,164.00	
Remaining			7,821.50	

Project	23379	Wellstn-West Billings Neighborhood Plan	Invoice	56669
Total this Phase			0.00	
Phase	800	Plan Adoption		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				4,842.00
Remaining				4,842.00
Total this Phase			0.00	
Phase	900	Final Document		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				2,072.00
Remaining				2,072.00
Total this Phase			0.00	
Retainage				
Current Retainage		396.45 (5.00 % of 7,929.00)		-396.45
Prior Retainage		937.70		
Retainage-To-Date		1,334.15		
Total this Invoice			\$7,532.55	

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Tuesday, April 16, 2024 8:59 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Yes. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Tuesday, April 16, 2024 8:53 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: RE: Sanderson Stewart Current Invoice

Thanks – so you approve for payment?

From: Monica Plecker <mplecker@yellowstonecountymt.gov>
Sent: Tuesday, April 16, 2024 8:43 AM
To: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Subject: RE: Sanderson Stewart Current Invoice

Good morning, To my knowledge there is nothing that prevents travel costs being included for consultant work.

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Tuesday, April 16, 2024 8:28 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Hi Monica,

Attached is the March Sanderson Stewart invoice for the West Billing Plan grant. It looks like there is travel expenses including airfare & hotel for Laura Waterton? Did the grant include budget include travel?

Please let me know if you approve this for payment.

Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Monday, April 15, 2024 8:15 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Lauren Waterton <lwaterton@sandersonstewart.com>; Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi –

SANDERSON STEWART

Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

May 13, 2024
Invoice No: 56850

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Steering Committee meeting
- Prepared background report to establish baseline data for population, housing, transportation and infrastructure

Professional Services through April 30, 2024

2940-246-470314-397 W. Blgs Neighborhood Plan Apr 24

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount
Senior Planner III	.20	200.00	40.00
Marketing Coordinator	.50	110.00	55.00
Totals	.70		95.00
Total Labor			95.00

Billing Limits

	Current	Prior	To-Date
Total Billings	95.00	3,689.50	3,784.50
Limit			3,828.00
Remaining			43.50
Total this Phase			\$95.00

Phase 200 Project Initiation

Billing Limits

	Current	Prior	To-Date
Total Billings	0.00	2,072.00	2,072.00
Limit			2,072.00
Total this Phase			0.00

Phase 300 Public Participation and Engagement

Professional Services

	Hours	Rate	Amount	
Marketing Coordinator	.40	110.00	44.00	
Totals	.40		44.00	
Total Labor				44.00
Billing Limits	Current	Prior	To-Date	
Total Billings	44.00	7,608.00	7,652.00	
Limit			7,608.00	
Adjustment				-44.00
Total this Phase				0.00

Phase 400 Comprehensive Analysis

Professional Services

	Hours	Rate	Amount	
Senior Engineer II	1.30	210.00	273.00	
Staff Planner II	16.20	115.00	1,863.00	
Senior Planner III	9.10	200.00	1,820.00	
Totals	26.60		3,956.00	
Total Labor				3,956.00
Billing Limits	Current	Prior	To-Date	
Total Billings	3,956.00	11,971.00	15,927.00	
Limit			18,848.00	
Remaining			2,921.00	
Total this Phase				\$3,956.00

Phase 600 Comprehensive Recommendations

	Current	Prior	To-Date	
Billing Limits				
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	
Total this Phase				0.00

Phase 700 Draft Plan

Professional Services

	Hours	Rate	Amount	
Staff Planner II	14.60	115.00	1,679.00	
Totals	14.60		1,679.00	
Total Labor				1,679.00
Billing Limits	Current	Prior	To-Date	
Total Billings	1,679.00	1,342.50	3,021.50	
Limit			9,164.00	
Remaining			6,142.50	
Total this Phase				\$1,679.00

Phase 800 Plan Adoption

Project	23379	Hellwstn-West Billings Neighborhood Plan		Invoice	56850
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				4,842.00	
Remaining				4,842.00	
Total this Phase					0.00
Phase	900	Final Document			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				2,072.00	
Remaining				2,072.00	
Total this Phase					0.00
Retainage					
Current Retainage		286.50 (5.00 % of 5,730.00)			-286.50
Prior Retainage		1,334.15			
Retainage-To-Date		1,620.65			
Total this Invoice					<u>\$5,443.50</u>

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Tuesday, May 14, 2024 9:05 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Approved

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Monday, May 13, 2024 12:16 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Hi Monica,
Do you approve this invoice for payment?
Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Monday, May 13, 2024 11:10 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Lauren Waterton <lwaterton@sandersonstewart.com>; Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi –

Attached please find our current invoice 56850 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile
Senior Project Administrator
(she/her)

t: 970-797-2504



SANDERSON STEWART

Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

June 11, 2024
Invoice No: 56996

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Steering Committee meeting
- Review of land use categories in preparation for the draft land use map
- weekly progress reports
- tracking of website interaction and survey responses
- Bi-weekly coordination with staff

246
2946 - ~~2446~~ - 470314 - 397
Y/C West Blgs Plan May 24

Professional Services through May 31, 2024

Phase	100	Project Management & Coordination			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	3,784.50	3,784.50	
Limit				3,828.00	
Remaining				43.50	
Total this Phase					0.00
Phase	200	Project Initiation			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	2,072.00	2,072.00	
Limit				2,072.00	
Total this Phase					0.00
Phase	300	Public Participation and Engagement			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	7,608.00	7,608.00	
Limit				7,608.00	
Total this Phase					0.00
Phase	400	Comprehensive Analysis			
Professional Services					
		Hours	Rate	Amount	
Planner II		.30	145.00	43.50	

ENDURING COMMUNITY DESIGN

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	56996
Senior Planner III	2.50	200.00	500.00	
Totals	2.80		543.50	
Total Labor				543.50

Billing Limits	Current	Prior	To-Date	
Total Billings	543.50	15,927.00	16,470.50	
Limit			18,848.00	
Remaining			2,377.50	
Total this Phase				\$543.50

Phase	600	Comprehensive Recommendations		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	
Total this Phase				0.00

Phase	700	Draft Plan		
Professional Services				
	Hours	Rate	Amount	
Senior Planner III	1.00	200.00	200.00	
Marketing Coordinator	5.30	110.00	583.00	
Totals	6.30		783.00	
Total Labor				783.00
Billing Limits	Current	Prior	To-Date	
Total Billings	783.00	3,021.50	3,804.50	
Limit			9,164.00	
Remaining			5,359.50	
Total this Phase				\$783.00

Phase	800	Plan Adoption		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			4,842.00	
Remaining			4,842.00	
Total this Phase				0.00

Phase	900	Final Document		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			2,072.00	
Remaining			2,072.00	
Total this Phase				0.00

Retainage				
Current Retainage	66.33 (5.00 % of 1,326.50)			-66.33
Prior Retainage	1,620.65			
Retainage-To-Date	1,686.98			

Project	23379	Yellwstn-West Billings Neighborhood Plan	Invoice	56996
Total this Invoice				<u><u>\$1,260.17</u></u>

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Monday, June 17, 2024 8:31 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Hi Lisa, yes, this invoice is good to go. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Monday, June 17, 2024 7:40 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Good morning!

Just following up on the email below. Is the Sanderson Stewart invoice OK to pay? If so, I can get it to A/P for payment this week.

Thanks,
Lisa

From: Lisa Sticka
Sent: Thursday, June 13, 2024 7:54 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Hi Monica!
Is this invoice OK to pay?
Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Tuesday, June 11, 2024 4:33 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi –

Attached please find our current invoice 56996 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile

SANDERSON STEWART

Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255


Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

July 08, 2024
Invoice No: 57177

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:
- Public Engagement via website and surveys
- Website Maintenance
- Weekly progress reports
- Tracking of website interaction and survey responses
- Coordination with staff

2940-246-470314-397
YC W Blgs Plan June 24



Professional Services through June 30, 2024

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount
Senior Planner III	.10	200.00	20.00
Totals	.10		20.00
Total Labor			20.00

Billing Limits	Current	Prior	To-Date
Total Billings	20.00	3,784.50	3,804.50
Limit			3,828.00
Remaining			23.50
Total this Phase			\$20.00

Phase 200 Project Initiation

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	2,072.00	2,072.00
Limit			2,072.00
Total this Phase			0.00

Phase 300 Public Participation and Engagement

ENDURING COMMUNITY

DESIGN

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	57177
---------	-------	---	---------	-------

Professional Services

	Hours	Rate	Amount	
Marketing Coordinator	.20	110.00	22.00	
Totals	.20		22.00	
Total Labor				22.00
Billing Limits	Current	Prior	To-Date	
Total Billings	22.00	7,608.00	7,630.00	
Limit			7,608.00	
Adjustment				-22.00
		Total this Phase		0.00

Phase 400 Comprehensive Analysis

Professional Services

	Hours	Rate	Amount	
Senior Planner III	3.00	200.00	600.00	
Totals	3.00		600.00	
Total Labor				600.00
Billing Limits	Current	Prior	To-Date	
Total Billings	600.00	16,470.50	17,070.50	
Limit			18,848.00	
Remaining			1,777.50	
		Total this Phase		\$600.00

Phase 600 Comprehensive Recommendations

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	
		Total this Phase		0.00

Phase 700 Draft Plan

Professional Services

	Hours	Rate	Amount	
Marketing Coordinator	.80	110.00	88.00	
Totals	.80		88.00	
Total Labor				88.00
Billing Limits	Current	Prior	To-Date	
Total Billings	88.00	3,804.50	3,892.50	
Limit			9,164.00	
Remaining			5,271.50	
		Total this Phase		\$88.00

Phase 800 Plan Adoption

Billing Limits

	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			4,842.00	
Remaining			4,842.00	

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	57177
Total this Phase			0.00	
Phase	900	Final Document		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	0.00	0.00
Limit				2,072.00
Remaining				2,072.00
Total this Phase			0.00	
Retainage				
Current Retainage		35.40 (5.00 % of 708.00)	-35.40	
Prior Retainage		1,686.98		
Retainage-To-Date		1,722.38		
Total this Invoice			<u>\$672.60</u>	

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Thursday, July 11, 2024 8:58 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Good morning, yes, this is fine to pay. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, July 11, 2024 8:36 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Good morning,
Is the attached invoice OK to pay? I would like to get it to AP for processing.
Thanks,
Lisa

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Monday, July 8, 2024 2:22 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Hi Monica,
Is this invoice OK to pay?
Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Monday, July 8, 2024 2:17 PM
To: Jennifer Jones <jjones@yellowstonecountymt.gov>
Cc: Lisa Sticka <lsticka@yellowstonecountymt.gov>; Kyra Blanton <kblanton@sandersonstewart.com>; Lauren Waterton <lwaterton@sandersonstewart.com>
Subject: RE: Sanderson Stewart Current Invoice

Hello -

Attached is our current invoice 57177 for the Yellowstone County West Billings Neighborhood Plan project. This is for services through 6/30/24.

Please let us know if you have any questions. Thank you.

Mindy Zscheile

SANDERSON STEWART

Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

August 14, 2024
Invoice No: 57462

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email Invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:

- Updated Background Report
- Future Land Use Map Background Analysis
- Coordination with staff
- Steering Committee Meeting
- West End Rotary Presentation

2940-246-470314-377
YC W Blgs Plan July 24

Professional Services through July 31, 2024

Phase	100	Project Management & Coordination		
Professional Services				
		Hours	Rate	Amount
Senior Planner III		.60	200.00	120.00
	Totals	.60		120.00
	Total Labor			120.00
Billing Limits		Current	Prior	To-Date
Total Billings		120.00	3,804.50	3,924.50
Limit				3,828.00
Adjustment				-96.50
Total this Phase				\$23.50

Phase	200	Project Initiation		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	2,072.00	2,072.00
Limit				2,072.00
Total this Phase				0.00

Phase	300	Public Participation and Engagement		
Billing Limits				
		Current	Prior	To-Date
Total Billings		0.00	7,608.00	7,608.00
Limit				7,608.00

ENDURING COMMUNITY

DESIGN

Project	23379	Silvstn-West Billings Neighborhood Plan	Invoice	57462
---------	-------	---	---------	-------

Total this Phase	0.00
-------------------------	-------------

Phase	400	Comprehensive Analysis
Professional Services		

	Hours	Rate	Amount
Planner II	7.40	145.00	1,073.00
Senior Planner III	2.00	200.00	400.00
Totals	9.40		1,473.00
Total Labor			1,473.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,473.00	17,070.50	18,543.50
Limit			18,848.00
Remaining			304.50
Total this Phase			\$1,473.00

Phase	600	Comprehensive Recommendations
-------	-----	-------------------------------

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			1,566.00
Remaining			1,566.00
Total this Phase			0.00

Phase	700	Draft Plan
Professional Services		

	Hours	Rate	Amount
Senior Planner III	4.50	200.00	900.00
Marketing Coordinator	3.00	110.00	330.00
Totals	7.50		1,230.00
Total Labor			1,230.00

Billing Limits	Current	Prior	To-Date
Total Billings	1,230.00	3,892.50	5,122.50
Limit			9,164.00
Remaining			4,041.50
Total this Phase			\$1,230.00

Phase	800	Plan Adoption
-------	-----	---------------

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,842.00
Remaining			4,842.00
Total this Phase			0.00

Phase	900	Final Document
-------	-----	----------------

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			2,072.00
Remaining			2,072.00

Project	23379	Yellowstone-West Billings Neighborhood Plan	Invoice	57462
Total this Phase			0.00	

Retainage

Current Retainage	136.33 (5.00 % of 2,726.50)	-136.33
Prior Retainage	1,722.38	
Retainage-To-Date	1,858.71	

Total this Invoice \$2,590.17

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Approved (over) →

Lisa Sticka

From: Monica Plecker
Sent: Thursday, August 15, 2024 9:41 AM
To: Lisa Sticka
Subject: RE: Sanderson Stewart Current Invoice

Good morning, Lisa. Yes, please pay. Thank you!

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, August 15, 2024 7:50 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanderson Stewart Current Invoice

Good morning Monica,
Do you approve this invoice for payment?
Thanks!

From: Mindy Zscheile <mzscheile@sandersonstewart.com>
Sent: Wednesday, August 14, 2024 11:02 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyra Blanton <kblanton@sandersonstewart.com>
Subject: Sanderson Stewart Current Invoice

Hi -

Attached please find our current invoice 57462 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile
Senior Project Administrator
(she/her)
t: 970-797-2504

SANDERSON
STEWART 
we are sanbell.



Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

September 17, 2024
Invoice No: 57667

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:
- Future Land Use Categories
- Future Land Use Map Background Analysis
- Coordination with staff

2940-246-470314-397
✓/C WBLGS Plan Aug 24

Professional Services through August 31, 2024

Phase	100	Project Management & Coordination		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	3,828.00	3,828.00
Limit				3,828.00
Total this Phase				

Phase	200	Project Initiation		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	2,072.00	2,072.00
Limit				2,072.00
Total this Phase				

Phase	300	Public Participation and Engagement		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	7,608.00	7,608.00
Limit				7,608.00
Total this Phase				

Phase	400	Comprehensive Analysis		
Professional Services				
		Hours	Rate	Amount
Planner II		1.00	145.00	145.00
Senior Planner III		.90	200.00	180.00
Totals		1.90		325.00
Total Labor				325.00

Intelligent Infrastructure. Enduring Communities.

Project	23379	Yellowstn-West Billings Neighborhood Plan		Invoice	57667
Billing Limits		Current	Prior	To-Date	
Total Billings		325.00	18,543.50	18,868.50	
Limit				18,848.00	
Adjustment					(20.50)
Total this Phase					304.50
Phase	600	Comprehensive Recommendations			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				1,566.00	
Remaining				1,566.00	
Total this Phase					
Phase	700	Draft Plan			
Professional Services					
		Hours	Rate	Amount	
Senior Planner III		.50	200.00	100.00	
Totals		.50		100.00	
Total Labor					100.00
Billing Limits		Current	Prior	To-Date	
Total Billings		100.00	5,122.50	5,222.50	
Limit				9,164.00	
Remaining				3,941.50	
Total this Phase					100.00
Phase	800	Plan Adoption			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				4,842.00	
Remaining				4,842.00	
Total this Phase					
Phase	900	Final Document			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				2,072.00	
Remaining				2,072.00	
Total this Phase					
Retainage					
Current Retainage		20.23 (5.00 % of 404.50)			(20.23)
Prior Retainage		1,858.71			
Retainage-To-Date		1,878.94			
Total this Invoice					384.27

Lisa Sticka

From: Monica Plecker
Sent: Thursday, September 19, 2024 2:04 PM
To: Lisa Sticka
Subject: RE: Sanbell (formerly Sanderson Stewart) Current Invoice

Yes, Thank you.

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, September 19, 2024 7:15 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>
Subject: FW: Sanbell (formerly Sanderson Stewart) Current Invoice

Good morning Monica,
Is this invoice approved for payment?
Thanks,
Lisa

From: Kyra Blanton <kblanton@sanbell.com>
Sent: Wednesday, September 18, 2024 12:18 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Mindy Zscheile <mzscheile@sanbell.com>
Subject: Sanbell (formerly Sanderson Stewart) Current Invoice

Hi -

Attached please find our current invoice 57667 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

*****Please note: Our new company is now Sanbell. Please update our company name and new email addresses in your contacts. All other contact information remains the same.*****

Kyra Blanton
Project Administrator
t: 406-869-3303

sanbell
formerly Sanderson Stewart



Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

October 24, 2024
Invoice No: 57918

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:
- Coordination with staff
- Revise and update future land use categories
- Draft themes

2940-246-470314-397

W Blgs Plan 9/24 Prot Svcs

Professional Services through September 30, 2024

Phase 100 Project Management & Coordination

Professional Services

	Hours	Rate	Amount
Senior Planner III	.70	200.00	140.00
Totals	.70		140.00
Total Labor			140.00

Billing Limits	Current	Prior	To-Date
Total Billings	140.00	3,828.00	3,968.00
Limit			3,828.00
Adjustment			(140.00)

Total this Phase

Phase 200 Project Initiation

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	2,072.00	2,072.00
Limit			2,072.00

Total this Phase

Phase 300 Public Participation and Engagement

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	7,608.00	7,608.00
Limit			7,608.00

Total this Phase

Phase 400 Comprehensive Analysis

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	57918
---------	-------	---	---------	-------

Professional Services

	Hours	Rate	Amount	
Senior Planner II	1.00	195.00	195.00	
Totals	1.00		195.00	
Total Labor				195.00

Billing Limits	Current	Prior	To-Date	
Total Billings	195.00	18,848.00	19,043.00	
Limit			18,848.00	
Adjustment				(195.00)

Total this Phase

Phase	600	Comprehensive Recommendations		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			1,566.00	
Remaining			1,566.00	

Total this Phase

Phase	700	Draft Plan		
Professional Services	Hours	Rate	Amount	
Landscape Designer I	2.10	105.00	220.50	
Senior Planner III	1.10	200.00	220.00	
Totals	3.20		440.50	
Total Labor				440.50

Billing Limits	Current	Prior	To-Date	
Total Billings	440.50	5,222.50	5,663.00	
Limit			9,164.00	
Remaining			3,501.00	

Total this Phase 440.50

Phase	800	Plan Adoption		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			4,842.00	
Remaining			4,842.00	

Total this Phase

Phase	900	Final Document		
Billing Limits	Current	Prior	To-Date	
Total Billings	0.00	0.00	0.00	
Limit			2,072.00	
Remaining			2,072.00	

Total this Phase

Retainage

Current Retainage	22.03 (5.00 % of 440.50)	(22.03)
Prior Retainage	1,878.94	
Retainage-To-Date	1,900.97	

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	57918
Total this Invoice				<u>418.47</u>

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Friday, November 1, 2024 10:57 AM
To: Lisa Sticka; Lora Mattox (mattoxl@billingsmt.gov)
Subject: RE: Sanbell Current Invoice

Hi Lisa, Yes, this invoice is ok to pay.

Monica Plecker, AICP
Deputy Public Works Director

From: Lisa Sticka <lsticka@yellowstonecountymt.gov>
Sent: Thursday, October 24, 2024 9:34 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lora Mattox (mattoxl@billingsmt.gov) <MattoxL@billingsmt.gov>
Subject: FW: Sanbell Current Invoice

Good morning!
Is this invoice OK to pay?
Thanks,
Lisa

From: Mindy Zscheile <mzscheile@sanbell.com>
Sent: Thursday, October 24, 2024 8:29 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyra Blanton <kblanton@sanbell.com>
Subject: Sanbell Current Invoice

Hi -

Attached please find our current invoice 57918 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

*****Please note: Our new company is now Sanbell. Please update our company name and new email addresses in your contacts. All other contact information remains the same.*****

Mindy Zscheile
Senior Project Administrator
(she/her)
t: 970-773-7270



Please note that my email address has changed, but the rest of my contact information is the same.



Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

December 30, 2024
Invoice No: 58344

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this invoice are the following:
- Coordination with staff
- Revise and update future land use categories
- Draft themes

2940-246-470314-397
W Bldg Plan 11/24 Prof Svcs ~~Inv~~ 58344
12/30/24

Professional Services through November 30, 2024

Phase	100	Project Management & Coordination		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	3,828.00	3,828.00
Limit				3,828.00
Total this Phase				
Phase	200	Project Initiation		
Billing Limits		Current	Prior	To-Date
Total Billings		0.00	2,072.00	2,072.00
Limit				2,072.00
Total this Phase				
Phase	300	Public Participation and Engagement		
Professional Services				
		Hours	Rate	Amount
Senior Planner Manager		4.00	205.00	820.00
Senior Engineer Manager		4.00	210.00	840.00
Planner II		5.00	145.00	725.00
Marketing Coordinator		.50	120.00	60.00
Totals		13.50		2,445.00
Total Labor				2,445.00
Billing Limits		Current	Prior	To-Date
Total Billings		2,445.00	7,608.00	10,053.00
Limit				7,608.00
Adjustment				(2,445.00)

Total this Phase

Phase	400	Comprehensive Analysis			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	18,848.00	18,848.00
Limit					18,848.00

Total this Phase

Phase	600	Comprehensive Recommendations			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Limit					1,566.00
Remaining					1,566.00

Total this Phase

Phase	700	Draft Plan			
Professional Services					
			Hours	Rate	Amount
Senior Planner Manager			3.00	205.00	615.00
Senior Planner III			1.50	200.00	300.00
Totals			4.50		915.00
Total Labor					915.00
Billing Limits			Current	Prior	To-Date
Total Billings			915.00	5,663.00	6,578.00
Limit					9,164.00
Remaining					2,586.00
				Total this Phase	915.00

Phase	800	Plan Adoption			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Limit					4,842.00
Remaining					4,842.00
				Total this Phase	

Phase	900	Final Document			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	0.00	0.00
Limit					2,072.00
Remaining					2,072.00
				Total this Phase	

Retainage					
Current Retainage		45.75 (5.00 % of 915.00)			(45.75)
Prior Retainage		1,900.97			
Retainage-To-Date		1,946.72			

Total this Invoice 869.25

Lisa Sticka

From: Monica Plecker
Sent: Monday, December 30, 2024 10:53 AM
To: Lisa Sticka
Subject: FW: Sanbell Current Invoice
Attachments: 23379_Yellowstone County West Billings Neighborhood Plan_113024_Inv 58344.pdf

Lisa, this is okay to pay. Thank you.

Monica Plecker, AICP
Public Works Director

From: Mindy Zscheile <mzschelle@sanbell.com>
Sent: Monday, December 30, 2024 10:33 AM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyrá Blanton <kblanton@sanbell.com>
Subject: Sanbell Current Invoice

Hi -

Attached please find our current invoice 58344 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile

Senior Project Administrator
t: 970-773-7270


is coming to town!

May your holidays be filled with good cheer—and your New Year shine as bright as Rudolph's nose!
From your friends at Sanbell, formerly Sanderson Stewart



Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

January 13, 2025
Invoice No: 58450

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work Included with this invoice are the following:
- Prepare and produce goals and policies survey for public
- Update to Billings City Council
- Drafting land use map

2946-246-470314-397
W Blgs Plan 12/24 Prof Svcs I# 58450
1/13/25

AS

Professional Services through December 31, 2024

Phase	100	Project Management & Coordination			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	3,828.00	3,828.00
Limit					3,828.00
Total this Phase					
Phase	200	Project Initiation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	2,072.00	2,072.00
Limit					2,072.00
Total this Phase					
Phase	300	Public Participation and Engagement			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	7,608.00	7,608.00
Limit					7,608.00
Total this Phase					
Phase	400	Comprehensive Analysis			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	18,848.00	18,848.00
Limit					18,848.00
Total this Phase					
Phase	600	Comprehensive Recommendations			

Intelligent Infrastructure. Enduring Communities.

Project	23379	Yellowstn-West Billings Neighborhood Plan	Invoice	58450
---------	-------	---	---------	-------

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			1,566.00
Remaining			1,566.00

Total this Phase

Phase 700 Draft Plan

Professional Services

	Hours	Rate	Amount
Senior Planner Manager	2.30	205.00	471.50
Planner II	2.30	145.00	333.50
Marketing Coordinator	.40	120.00	48.00
Totals	5.00		853.00

Total Labor

853.00

Billing Limits	Current	Prior	To-Date
Total Billings	853.00	6,578.00	7,431.00
Limit			9,164.00
Remaining			1,733.00

Total this Phase

853.00

Phase 800 Plan Adoption

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			4,842.00
Remaining			4,842.00

Total this Phase

Phase 900 Final Document

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	0.00	0.00
Limit			2,072.00
Remaining			2,072.00

Total this Phase

Retainage

Current Retainage	42.65 (5.00 % of 853.00)	(42.65)
Prior Retainage	1,946.72	
Retainage-To-Date	1,989.37	

Total this Invoice 810.35

TERMS: Payment is due on receipt of invoice/ All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Monday, January 13, 2025 2:28 PM
To: Lisa Sticka
Subject: FW: Sanbell Current Invoice
Attachments: 23379_Yellowstone County West Billings Neighborhood Plan_123124_Inv 58450.pdf

Hi Lisa, this is okay to pay.

Monica Plecker, AICP
Public Works Director

From: Mindy Zscheile <mzscheile@sanbell.com>
Sent: Monday, January 13, 2025 1:23 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyra Blanton <kblanton@sanbell.com>
Subject: Sanbell Current Invoice

Hi -

Attached please find our current invoice 58450 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile
Senior Project Administrator
t: 970-773-7270





Please remit to:
1300 North Transtech Way
Billings, Montana 59102
Phone 406.656.5255

Monica Plecker
Yellowstone County
P.O. Box 35003
Billings, MT 59107

January 31, 2025
Invoice No: 58530

Project 23379 Yellowstone County West Billings Neighborhood Plan
Email invoices to Monica Plecker (mplecker@yellowstonecountymt.gov) and Lisa Sticka (lsticka@yellowstonecountymt.gov)

Work included with this Invoice are the following:

- Drafting land use map
- Drafting plan document

2940-246-470314-397
Jan 25 W. Bigs Plan Update # 58530
1/31/25

Professional Services through January 24, 2025

Phase	100	Project Management & Coordination			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	3,828.00	3,828.00
Limit					3,828.00
Total this Phase					

Phase	200	Project Initiation			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	2,072.00	2,072.00
Limit					2,072.00
Total this Phase					

Phase	300	Public Participation and Engagement			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	7,608.00	7,608.00
Limit					7,608.00
Total this Phase					

Phase	400	Comprehensive Analysis			
Billing Limits			Current	Prior	To-Date
Total Billings			0.00	18,848.00	18,848.00
Limit					18,848.00
Total this Phase					

Phase	600	Comprehensive Recommendations			
-------	-----	-------------------------------	--	--	--

Project	23379	Ilwstn-West Billings Neighborhood Plan		Invoice	58530
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				1,566.00	
Remaining				1,566.00	
Total this Phase					
Phase	700	Draft Plan			
Professional Services					
		Hours	Rate	Amount	
Senior Planner Manager		4.00	205.00	820.00	
Planner II		5.30	145.00	768.50	
Totals		9.30		1,588.50	
Total Labor				1,588.50	
Billing Limits		Current	Prior	To-Date	
Total Billings		1,588.50	7,431.00	9,019.50	
Limit				9,164.00	
Remaining				144.50	
Total this Phase				1,588.50	
Phase	800	Plan Adoption			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				4,842.00	
Remaining				4,842.00	
Total this Phase					
Phase	900	Final Document			
Billing Limits		Current	Prior	To-Date	
Total Billings		0.00	0.00	0.00	
Limit				2,072.00	
Remaining				2,072.00	
Total this Phase					
Retainage					
Current Retainage		79.43 (5.00 % of 1,588.50)			(79.43)
Prior Retainage		1,989.37			
Retainage-To-Date		2,068.80			
Total this Invoice				1,509.07	

TERMS: Payment is due on receipt of invoice. All accounts not paid in 30 days will be assessed a finance charge of 1.5% per month (18% per annum). All work on past due projects will be suspended until payment is received.

Lisa Sticka

From: Monica Plecker
Sent: Monday, February 3, 2025 8:49 AM
To: Lisa Sticka
Cc: Mattox, Lora
Subject: FW: Sanbell Current Invoice
Attachments: 23379_Yellowstone County West Billings Neighborhood Plan_012425_Inv 58530.pdf

Lisa, this is okay to pay. Lora, sending along as an FYI.

Monica Plecker, AICP
Public Works Director

From: Mindy Zscheile <mzscheile@sanbell.com>
Sent: Friday, January 31, 2025 4:00 PM
To: Monica Plecker <mplecker@yellowstonecountymt.gov>; Lisa Sticka <lsticka@yellowstonecountymt.gov>
Cc: Kyra Blanton <kblanton@sanbell.com>
Subject: Sanbell Current Invoice

Hi -

Attached please find our current invoice 58530 for the Yellowstone County West Billings Neighborhood Plan project.

Please let us know if you have any questions. Thank you.

Mindy Zscheile

Senior Project Administrator
t: 970-773-7270



B.O.C.C. Regular

4. i.

Meeting Date: 04/29/2025

Title: Metra Outdoor Arena Materials Testing - Terracon Agreement

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Metra Outdoor Arena Materials Testing - Terracon Agreement

BACKGROUND:

Agreement with Terracon for materials testing and inspection services for the Metra Outdoor Arena project. The amount of the contract is \$15,168.

RECOMMENDED ACTION:

File item.

Attachments

Metra Outdoor Arena Agreement - Terracon P26251003



2110 Overland Avenue, Suite 124
Billings, Montana, 59102
P (406) 656-3072
Terracon.com

April 14, 2025

Yellowstone County - Finance
P.O. Box 35000
Billings, MT 59107

Attn: Mr. Matt Kessler

Re: Proposal for Construction Materials Testing & Special Inspection Services
MetraPark Stadium
308 6th Avenue North
Billings, Montana 59101
Terracon Proposal No. P26251003

Dear Mr. Kessler:

Terracon Consultants, Inc. (Terracon) appreciates the opportunity to submit this proposal to provide construction materials testing services for the MetraPark Stadium project in Billings, MT. Our proposal includes an outline of the project information, our proposed scope of services, estimated quantities, unit rates, and a total estimated fee for our services.

1.0 CAPABILITIES AND EXPERIENCE

Construction Materials Testing & Special Inspection Services

Our team of inspectors and technicians are experienced with providing materials testing, inspections and observations of concrete, soils, masonry, reinforcing steel, firestopping and intumescent paint in the local area and are familiar with the recognized building jurisdiction requirements.

Laboratory Capabilities

Our laboratory is accredited by AASHTO Re:source which is recognized by ASTM E329 Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection. The scope of accreditation includes the field of Soils, Aggregates, Portland Cement Concrete, and Hot Mix Asphalt. As a requirement of accreditation, we regularly participate in the Proficiency Sample Programs of both AASHTO Re:source and the Concrete and Cement Reference Laboratory (CCRL). Our office includes a fully equipped laboratory and employs engineering technicians and special inspectors certified by the American Concrete Institute (ACI) and the International Code Council (ICC). We provide a rigorous internal training program where our staff are evaluated in specific field and laboratory test procedures by internal Terracon auditors and external agencies.

- Accredited and Inspected by AASHTO Re:Source
- Accredited and Inspected by Concrete and Cement Reference Laboratory (CCRL)



2.0 PROJECT INFORMATION

Our understanding of the required construction materials testing services for this project is based on the following information:

- Plans dated November 5, 2024

Pertinent project information is summarized below:

ITEM	DESCRIPTION
Location	Project is behind the Expo building of MetraPark in Billings, Montana
Anticipated Schedule	A construction schedule was not provided to Terracon before the issuance of this proposal, therefore, our assumptions on the schedule should be considered an estimate until we can review the contractor's schedule

3.0 SCOPE OF SERVICES

Terracon proposes to provide testing and inspection services as summarized below. We understand that the contractor is entirely responsible for their own quality control testing and such services are not included in our scope of work.

Testing will be provided to assess general compliance with plans and specs. Testing and observation are NOT intended to provide an opinion regarding the future performance of structures, pavements, or other improvements based upon evaluation of ground conditions at the site.

These services will be provided on an "as requested" basis when scheduled by your authorized representative.

ITEM	DESCRIPTION
Earthwork	Terracon will observe moisture conditioning and backfill operations and perform moisture/density tests on the backfill materials. We will obtain samples for laboratory tests, perform in-place field density testing, and perform periodic observations.

ITEM	DESCRIPTION
Project Management	<p>A project manager will be assigned to the project to review the daily activity and assist in scheduling the work. Field and laboratory tests will be reviewed prior to final submittal. The project manager will be responsible for the project budget, communicating with the contractor regarding schedule, deviations, and documenting the resolution of outstanding deviations.</p> <p>To help create a good working relationship with the contractor and for the contractor to better understand our scope of work for the project, we request that Terracon be invited to preconstruction meetings prior to each phase of construction.</p>
Cast-in-place Concrete	<p>Qualified personnel will be provided on an as-requested basis to sample the plastic concrete used during construction of placements as directed by the client, with a placement control test required for mixtures exceeding 5 cubic yards, but less than 25 cubic yards, plus one set for each additional 50 cubic yards or fraction thereof. The concrete will be tested for slump, air content, plastic unit weight, and temperature at the time each set of cylinders is cast. Sets of five (4" by 8") cylinders will be molded at each sampling. All samples will be cured in an on-site insulated storage container and returned to our laboratory for moist curing prior to compressive strength testing. Compressive strength testing will be conducted at 7-day (1 cylinder) and 28-day (3 cylinders) intervals, with one cylinder held in reserve to determine compliance with project specifications.</p>

Scope Assumptions/Exclusions:

- At the time this proposal was prepared, we were not provided with a construction schedule or structural drawings. Once this information becomes available, we request an opportunity to review and revise our proposal accordingly.
- We have assumed the contractor will provide construction staking and provide the approximate elevation of the ground surface (as it changes) to facilitate identification of test locations and elevations.

Commitment to Timely Report Turnaround:

We understand the importance of report turnaround to our clients, and we are committed to delivering test results on a timely basis as well as the following reporting standards:

- Failing tests or non-conformance items will be communicated to the designated parties prior to leaving the site and digital draft reports will be available at the end of each day.
- Final reports with non-conformances (Deviation Reports) will be provided within 24 hours of testing.
- Final reports without non-conformances will be provided within five business days.
- Final laboratory test reports will be provided within two days of test completion.

Terracon Field Representative:

In addition to the above services, our field personnel will provide the following services during their visit:

- Check in with the project general superintendent upon arrival on-site.
- Confirm that current approved construction documents are available during our visit.
- Notify the general contractor of our field observations and test results prior to leaving the site.
- Submit an electronic draft report to the Terracon project manager for review prior to leaving the project site.
- Our field personnel have the right and the responsibility to decline work if they believe the conditions are not safe.

Scheduling of Services:

We request that the following information be passed on to whoever will be responsible for scheduling our services.

- Scheduling testing services must be requested no later than 12:00 p.m. on the business day preceding the work.
- Cancellation of services should be done prior to a Terracon representative mobilizing to the project. Failure to do so will result in a cancellation fee.
- Terracon will not be responsible for tests that are not performed due to a failure to schedule our services on the project.
- Testing and observations will only determine compliance with project specifications at the test locations, at the time our services are performed.
- Your representative who is responsible for scheduling our services is also responsible for knowing what items require testing or inspection during construction. The representative should ensure that we are notified for our services prior to these items becoming altered or inaccessible and thereby prohibiting testing or inspection. Terracon will not be responsible for untested or uninspected items as a result of your representative failing to notify us with 24-hours advance notice or failing to notify us at all.

4.0 COMPENSATION

Based on the project information available for our review, our time and materials budget to perform the proposed scope of services is \$15,168.00 and is based on the assumption of six months of construction activities for this phase. A summary of our unit rates, estimated quantities, and the resulting costs is included in the attached Fee Estimate. Fees for services provided will be based on the unit rates shown in that exhibit and billed for actual units requested and expended. Any additional out-of-scope items will be performed in accordance with our current fee schedule, available upon request.

Many factors, including those out of our control, such as weather and the contractor's schedule including overtime and weekend work, and the need for re-testing will dictate the final fee for our services. We will not exceed our budget without first notifying you and providing a summary of

work performed to date and the remaining work (if a construction schedule is provided). We will track the costs of re-testing, stand-by time, and cancellations separately.

For purposes of our proposal, overtime is defined as all hours worked above 8 hours per day, Saturday, Sunday and Terracon-recognized holidays. Overtime rates will be 1.5 times the hourly rate quoted. All charges are portal to portal from our local office.

5.0 ASSUMPTIONS

- We have assumed that contractors on the site will work a single shift, a typical schedule of 5 days per week;
- An out-of-scope charge at the applicable unit rate will be applied for all stand-by time and/or time spent on activities that are not canceled with prior notice;
- Staff time, laboratory testing, and extra trips required for re-testing and re-inspections will be denoted on the monthly invoices and be considered out-of-scope items and are not included in the above estimated budget.

6.0 AUTHORIZATION

If this proposal is acceptable to you, please provide us with your contract documents for our review or sign and return the attached Agreement for Services

Proposal for Construction Materials Testing & Special Inspection Services
MetraPark Stadium | Project is behind the Expo building of MetraPark in Billings, Montana
April 14, 2025 | Terracon Proposal No. P26251003



We appreciate the opportunity to provide this proposal and look forward to working with you.
Please give us a call if you have any questions or comments regarding this proposal.

Sincerely,
Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to read "ER", followed by a long horizontal flourish.

Eric Reifschneider
Billings Department Manager

A handwritten signature in black ink, appearing to read "TG", followed by a long horizontal flourish.

Travis Goracke, P.E.
Senior Engineer

Copies to: Addressee (via e-mail)

Fee Estimate

Materials Services
MetraPark Outdoor Events Arena - Earthwork
Terracon Proposal No. P26251003

DESCRIPTION	RATE	QUANTITY	UNITS	TRIPS	TOTAL QUANTITY	TOTAL
Concrete Testing						\$ 5,005.00
Concrete Fresh Property Testing						\$ 3,905.00
Engineering Technician	\$ 80.00	2	hours	11	22	\$ 1,760.00
Compressive Strength of 4" x 8" Cylinder (ASTM C39)	\$ 35.00	5	tests	11	55	\$ 1,925.00
Vehicle Charge	\$ 20.00	1	visit	11	11	\$ 220.00
Concrete Sample Pick-up						\$ 1,100.00
Engineering Technician	\$ 80.00	1	hours	11	11	\$ 880.00
Vehicle Charge	\$ 20.00	1	visit	11	11	\$ 220.00
Soil Testing						\$ 5,668.00
Soil Density Testing						\$ 5,048.00
Engineering Technician	\$ 80.00	1.5	hours	18	27	\$ 2,160.00
Vehicle Charge	\$ 20.00	1	visit	18	18	\$ 360.00
20% Extra "Not-to-Exceed" Cap	\$ 2,528.00	1	extra	1	1	\$ 2,528.00
Proctor Sample Pick-up						\$ 80.00
Engineering Technician	\$ 80.00	1	hours	1	1	\$ 80.00
Laboratory Testing						\$ 540.00
Standard Proctor (ASTM D698)	\$ 180.00	3	tests	1	3	\$ 540.00
Reinforcing Steel Observations						\$ 990.00
Senior Engineering Technician	\$ 110.00	1.5	hours	6	9	\$ 990.00
Project Management						\$ 3,505.00
Project Coordination/Report Review	\$ 85.00	38	report	1	38	\$ 3,230.00
Clerical/Invoicing	\$ 60.00	3	invoice	1	3	\$ 180.00
Project Quality/Reviewer	\$ 95.00	1	month	1	1	\$ 95.00
Total						\$ 15,168.00

AGREEMENT FOR SERVICES

This AGREEMENT is between Yellowstone County ("Client") and Terracon Consultants, Inc. ("Consultant") for Services to be provided by Consultant for Client on the MetraPark Outdoor Events Arena - Earthwork project ("Project"), as described in Consultant's Proposal dated 01/21/2025 ("Proposal"), including but not limited to the Project Information section, unless the Project is otherwise described in Exhibit A to this Agreement (which section or Exhibit is incorporated into this Agreement).

1. **Scope of Services.** The scope of Consultant's services is described in the Proposal, including but not limited to the Scope of Services section ("Services"), unless Services are otherwise described in Exhibit B to this Agreement (which section or exhibit is incorporated into this Agreement). Portions of the Services may be subcontracted. Consultant's Services do not include the investigation or detection of, nor do recommendations in Consultant's reports address the presence or prevention of biological pollutants (e.g., mold, fungi, bacteria, viruses, or their byproducts) or occupant safety issues, such as vulnerability to natural disasters, terrorism, or violence. If Services include purchase of software, Client will execute a separate software license agreement. Consultant's findings, opinions, and recommendations are based solely upon data and information obtained by and furnished to Consultant at the time of the Services.
2. **Acceptance/ Termination.** Client agrees that execution of this Agreement is a material element of the consideration Consultant requires to execute the Services, and if Services are initiated by Consultant prior to execution of this Agreement as an accommodation for Client at Client's request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party. Either party may terminate this Agreement or the Services upon written notice to the other. In such case, Consultant shall be paid costs incurred and fees earned to the date of termination plus reasonable costs of closing the Project.
3. **Change Orders.** Client may request changes to the scope of Services by altering or adding to the Services to be performed. If Client so requests, Consultant will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Services and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not follow these procedures, but instead directs, authorizes, or permits Consultant to perform changed or additional work, the Services are changed accordingly and Consultant will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to Consultant at the time of proposal, Consultant is entitled to a change order equitably adjusting its Services and fee.
4. **Compensation and Terms of Payment.** Client shall pay compensation for the Services performed at the fees stated in the Proposal, including but not limited to the Compensation section, unless fees are otherwise stated in Exhibit C to this Agreement (which section or Exhibit is incorporated into this Agreement). If not stated in either, fees will be according to Consultant's current fee schedule. Fee schedules are valid for the calendar year in which they are issued. Fees do not include sales tax. Client will pay applicable sales tax as required by law. Consultant may invoice Client at least monthly and payment is due upon receipt of invoice. Client shall notify Consultant in writing, at the address below, within 15 days of the date of the invoice if Client objects to any portion of the charges on the invoice, and shall promptly pay the undisputed portion. Client shall pay a finance fee of 1.5% per month, but not exceeding the maximum rate allowed by law, for all unpaid amounts 30 days or older. Client agrees to pay all collection-related costs that Consultant incurs, including attorney fees. Consultant may suspend Services for lack of timely payment. It is the responsibility of Client to determine whether federal, state, or local prevailing wage requirements apply and to notify Consultant if prevailing wages apply. If it is later determined that prevailing wages apply, and Consultant was not previously notified by Client, Client agrees to pay the prevailing wage from that point forward, as well as a retroactive payment adjustment to bring previously paid amounts in line with prevailing wages. Client also agrees to defend, indemnify, and hold harmless Consultant from any alleged violations made by any governmental agency regulating prevailing wage activity for failing to pay prevailing wages, including the payment of any fines or penalties.
5. **Third Party Reliance.** This Agreement and the Services provided are for Consultant and Client's sole benefit and exclusive use with no third party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties other than those who have executed Consultant's reliance agreement, subject to the prior approval of Consultant and Client.
6. **LIMITATION OF LIABILITY. CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF CONSULTANT (AND ITS RELATED CORPORATIONS AND EMPLOYEES) TO CLIENT AND THIRD PARTIES GRANTED RELIANCE IS LIMITED TO THE GREATER OF \$10,000 OR CONSULTANT'S FEE, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF CONSULTANT'S SERVICES OR THIS AGREEMENT. PRIOR TO ACCEPTANCE OF THIS AGREEMENT AND UPON WRITTEN REQUEST FROM CLIENT, CONSULTANT MAY NEGOTIATE A HIGHER LIMITATION FOR ADDITIONAL CONSIDERATION IN THE FORM OF A SURCHARGE TO BE ADDED TO THE AMOUNT STATED IN THE COMPENSATION SECTION OF THE PROPOSAL. THIS LIMITATION SHALL APPLY REGARDLESS OF AVAILABLE PROFESSIONAL LIABILITY INSURANCE COVERAGE, CAUSE(S), OR THE THEORY OF LIABILITY, INCLUDING NEGLIGENCE, INDEMNITY, OR OTHER RECOVERY. THIS LIMITATION SHALL NOT APPLY TO THE EXTENT THE DAMAGE IS PAID UNDER CONSULTANT'S COMMERCIAL GENERAL LIABILITY POLICY.**
7. **Indemnity/Statute of Limitations.** Consultant and Client shall indemnify and hold harmless the other and their respective employees from and against legal liability for claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are legally determined to be caused by their negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are legally determined to be caused by the joint or concurrent negligence of Consultant and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles. Neither party shall have a duty to defend the other party, and no duty to defend is hereby created by this indemnity provision and such duty is explicitly waived under this Agreement. Causes of action arising out of Consultant's Services or this Agreement regardless of cause(s) or the theory of liability, including negligence, indemnity or other recovery shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of Consultant's substantial completion of Services on the project.
8. **Warranty.** Consultant will perform the Services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. **EXCEPT FOR THE STANDARD OF CARE PREVIOUSLY STATED, CONSULTANT MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO CONSULTANT'S SERVICES AND CONSULTANT DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
9. **Insurance.** Consultant represents that it now carries, and will continue to carry: (i) workers' compensation insurance in accordance with the laws of the states having jurisdiction over Consultant's employees who are engaged in the Services, and employer's liability insurance (\$1,000,000); (ii) commercial general liability insurance (\$2,000,000 occ / \$4,000,000 agg); (iii) automobile liability insurance (\$2,000,000 B.I. and P.D. combined single limit); (iv) umbrella liability (\$5,000,000 occ / agg); and (v) professional liability insurance (\$1,000,000 claim / agg). Certificates of insurance will be provided upon request. Client and Consultant shall waive subrogation against the other party on all general liability and property coverage.

- 10. CONSEQUENTIAL DAMAGES.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR LOSS OF PROFITS OR REVENUE; LOSS OF USE OR OPPORTUNITY; LOSS OF GOOD WILL; COST OF SUBSTITUTE FACILITIES, GOODS, OR SERVICES; COST OF CAPITAL; OR FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES.
- 11. Dispute Resolution.** Client shall not be entitled to assert a Claim against Consultant based on any theory of professional negligence unless and until Client has obtained the written opinion from a registered, independent, and reputable engineer, architect, or geologist that Consultant has violated the standard of care applicable to Consultant's performance of the Services. Client shall provide this opinion to Consultant and the parties shall endeavor to resolve the dispute within 30 days, after which Client may pursue its remedies at law. This Agreement shall be governed by and construed according to Montana law.
- 12. Subsurface Explorations.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands Consultant's layout of boring and test locations is approximate and that Consultant may deviate a reasonable distance from those locations. Consultant will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.
- 13. Testing and Observations.** Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on tests and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive, and are conducted to reduce - not eliminate - project risk. Client shall cause all tests and inspections of the site, materials, and Services performed by Consultant to be timely and properly scheduled in order for the Services to be performed in accordance with the plans, specifications, contract documents, and Consultant's recommendations. No claims for loss or damage or injury shall be brought against Consultant by Client or any third party unless all tests and inspections have been so performed and Consultant's recommendations have been followed. Unless otherwise stated in the Proposal, Client assumes sole responsibility for determining whether the quantity and the nature of Services ordered by Client is adequate and sufficient for Client's intended purpose. Client is responsible (even if delegated to contractor) for requesting services, and notifying and scheduling Consultant so Consultant can perform these Services. Consultant is not responsible for damages caused by Services not performed due to a failure to request or schedule Consultant's Services. Consultant shall not be responsible for the quality and completeness of Client's contractor's work or their adherence to the project documents, and Consultant's performance of testing and observation services shall not relieve Client's contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by Client's contractor or its subcontractors and is not responsible for their means and methods. The extension of unit prices with quantities to establish a total estimated cost does not guarantee a maximum cost to complete the Services. The quantities, when given, are estimates based on contract documents and schedules made available at the time of the Proposal. Since schedule, performance, production, and charges are directed and/or controlled by others, any quantity extensions must be considered as estimated and not a guarantee of maximum cost.
- 14. Sample Disposition, Affected Materials, and Indemnity.** Samples are consumed in testing or disposed of upon completion of the testing procedures (unless stated otherwise in the Services). Client shall furnish or cause to be furnished to Consultant all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that Consultant is not responsible for the disposition of Affected Materials unless specifically provided in the Services, and that Client is responsible for directing such disposition. In no event shall Consultant be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that Consultant neither created nor contributed to the creation or existence of any Affected Materials conditions at the site and Consultant shall not be responsible for any claims, losses, or damages allegedly arising out of Consultant's performance of Services hereunder, or for any claims against Consultant as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.
- 15. Ownership of Documents.** Work product, such as reports, logs, data, notes, or calculations, prepared by Consultant shall remain Consultant's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of Consultant. Files shall be maintained in general accordance with Consultant's document retention policies and practices.
- 16. Utilities.** Unless otherwise stated in the Proposal, Client shall provide the location and/or arrange for the marking of private utilities and subterranean structures. Consultant shall take reasonable precautions to avoid damage or injury to subterranean structures or utilities. Consultant shall not be responsible for damage to subterranean structures or utilities that are not called to Consultant's attention, are not correctly marked, including by a utility locate service, or are incorrectly shown on the plans furnished to Consultant.
- 17. Site Access and Safety.** Client shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the Services and will execute any necessary site access agreement. Consultant will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including Client's contractors, subcontractors, or other parties present at the site. In addition, Consultant retains the right to stop work without penalty at any time Consultant believes it is in the best interests of Consultant's employees or subcontractors to do so in order to reduce the risk of exposure to unsafe site conditions. Client agrees it will respond quickly to all requests for information made by Consultant related to Consultant's pre-task planning and risk assessment processes.

Consultant: **Terracon Consultants, Inc.**

By:  Date: **4/14/2025**


Name/Title: **Eric R Reifschneider / Department Manager I**

Address: **2110 Overland Ave Ste 124**
Billings, MT 59102-6440

Phone: **(406) 656-3072** Fax: **(406) 656-3578**

Email: **Eric.Reifschneider@terracon.com**

Client: **Yellowstone County**

By:  Date: **4/22/25**

Name/Title: **Matt Kessler /**

Address: **PO Box 35000**
Billings, MT 59107-5000

Phone: _____ Fax: _____

Email: **mkessler@yellowstonecountymt.gov**

B.O.C.C. Regular

4. j.

Meeting Date: 04/29/2025

Title: Change Order #1 - Terracon - Short Term Detention Facility Materials Testing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #1 - Terracon - Short Term Detention Facility Materials Testing

BACKGROUND:

The original contract with Terracon was not to exceed \$30,607.50 for materials testing services. Due to structural engineer at Krivionen requiring full time grout observations, a change order is required, bringing the new total of the contract to \$43,124.25.

RECOMMENDED ACTION:

Approve change order.

Attachments

CO #1 - Terracon - Short Term Detention Facility



March 26, 2025 (Revised)
Yellowstone County - Finance
P.O. Box 35015
Billings, MT 59107

Attn: Mr. Matt Kessler
E: mkessler@yellowstonecountymt.gov

Re: Change Order Increase
Construction Materials Testing and Observation Services
YCDF Short Term Detention Facility
3165 King Ave. E.
Terracon Project No. 26241069

Dear Mr. Kessler,

Terracon Consultants, Inc. (Terracon) is currently providing construction materials testing and observation services (Project No. 26241069) during construction of the project referenced above. Terracon is submitting a formal notification that our fees for services provided on the project have exceeded the estimated fees presented in our proposal due to a greater than anticipated number of requests for testing services which were not included within our original estimate.

Upon our review of reports and invoices prepared for the project to-date, we have summarized our findings below to provide ERES representatives a detailed explanation of services and associated fees that have exceeded our original fee estimate and projected costs for project completion:

- 1) **Masonry Observations:** Due to structural engineer at Krivionen requiring full time grout observations, we have performed more than the originally anticipated number of masonry and grout services for the project.

The table presented below provides a summary of the budget-related items associated with the project including the Fee Estimate prepared for the project, total for services invoiced to-date, and estimated fees for anticipated services remaining for the project.

Budget Item	Total
a) Total Estimated Fees (5-23-2024)	\$33,506.75
b) Total Amount Invoiced to Date (6-14-2024)	\$30,751.25
c) Total Budget Remaining (a-b)	\$2,755.50
Remaining Services Estimated for Project Completion	
e) Total Remaining Services Estimated for Project Completion	\$12,372.50
f) Total Estimated Fees Change Order (e-c)	\$9,617.50
New Total Project Estimated Fees (a+f)	\$43,124.25

If you have any questions or concerns regarding this letter, please feel free to contact us to discuss.

Sincerely,

Terracon Consultants, Inc. 2110 Overland Avenue, Suite 124 Billings, Montana 59102
P [406] 656-3072 F [406] 656-3578 www.terracon.com

Geotechnical



Environmental



Construction Materials



Facilities

Budget Report and Purchase Order Increase Request
YCDF Short Term Detention Facility ■ Billings, MT
March 26, 2024 (Revised) ■ Terracon Project No. 26241030



Terracon Consultants, Inc.

A handwritten signature in black ink, appearing to be 'ER' followed by a long horizontal stroke.

Eric Reifschneider
Department Manager

A handwritten signature in blue ink, appearing to be 'TG' followed by a long horizontal stroke.

Travis Goracke, P.E.
Senior Engineer

Copies to: Addressee (via e-mail)
Attachment: Fee Estimate for Additional Services Remaining on the Project
Fees for Total Work Performed Since Previous Invoice
Supplement to Agreement for Services



CHANGE EE ESTIMATE

SERVICES	UNIT RATES			QTY	TOTAL
Earthwork Observation and Testing*					
Engineering Technician	\$85.00 per hour	3 visits	1.5 hrs/visit	4.5	\$382.50
Vehicle Charge	\$10.00 per trip	3 trips		3	\$30.00
				Subtotal	\$412.50
Concrete Compressive Strength Test					
Engineering Technician	\$85.00 per hour	3 visits	2 hours/visit	6	\$510.00
Specimen Retrieval	\$85.00 per hour	3 visits	1 hour/visit	3	\$255.00
Compressive Strength Cylinders	\$35.00 per cylinder	3 tests	5 cyps/test	15	\$525.00
Vehicle Charge	\$10.00 per trip	6 trips		6	\$60.00
				Subtotal	\$1,350.00
Masonry, Grout and Mortar Observations & Testing					
Senior Engineering Technician	\$110.00 per hour	10 visits	6 hours/visit	60	\$6,600.00
Vehicle Charge	\$10.00 per trip	10 trips		10	\$100.00
				Subtotal	\$6,700.00
Asphalt Observations and Testing					
Engineering Technician (Testing)	\$85.00 per hour	1 visits	2 hours/visit	2	\$170.00
Asphalt Control Test (Marshall, Oil, Rice, Voids)	\$630.00 per hour	1 tests		1	\$630.00
Asphalt Coring Crew	\$200.00 per hour	1 visit	4 hours/visit	4	\$800.00
Core Bulke Specivic Gravity, Density and Thickness	\$55.00 per core	4 cores		4	\$220.00
Vehicle Charge	\$10.00 per trip	2 trips		2	\$20.00
				Subtotal	\$1,840.00
Report Review, Engineering & Management					
Project Coordination/Report Review	\$85.00 per report	18 reports		18	\$1,530.00
Compliance Summary / Final Letter	\$300.00 per letter	1 letter		1	\$300.00
Administration/Invoicing	\$60.00 per invoice	4 invoice	1 invoice/month	4	\$240.00
				Subtotal	\$2,070.00
Total Remaining Services Estimated for Project Completion					\$12,372.50

* Assume multiple tests on same visit

Note: While the phases of construction have been separated for estimating purposes in the fee estimate spreadsheet, actual field testing services may be performed simultaneously on the various phases. As a result, total fees for construction materials testing services may be reduced if services are performed during the same trip to the site.

CHANGE ORDER No. 1

This **Change Order No. 1** to the YCDF Short Term Detention Facility dated 12/03/2024 ("Agreement") is between Yellowstone County - Finance ("Client") and Terracon Consultants, Inc. ("Consultant") for additional or changed Services to be provided by Consultant for Client on the YCDF Short Term Detention Facility Project, as described in YCDF Short Term Detention Facility. This Change Order is incorporated into and made part of the Agreement.

- 1. Scope of Services.** The scope of the additional or changed Services is described in the Scope of Services section of Consultant's Change Order Proposal, unless Services are otherwise described below or in Exhibit B to this Change Order (which section or exhibit are incorporated into the Change Order).

See attached change order increase requested dated March 26, 2025

- 2. Compensation.** Client shall pay compensation for the additional or changed Services performed at the fees stated in the Change Order Proposal unless fees are otherwise stated below or in Exhibit C to this Change Order (which section or exhibit are incorporated into the Change Order).

See attached change order increase requested dated March 26, 2025

All terms and conditions of the Agreement shall continue in full force and effect. This Change Order is accepted and Consultant is authorized to proceed.

Consultant: Terracon Consultants, Inc.
By:  Date: 3/26/2025
Name/Title: Eric R Reifschneider / Department Manager I
Address: 2110 Overland Ave Ste 124
Billings, MT 59102-6440
Phone: (406) 656-3072 Fax: (406) 656-3578
Email: Eric.Reifschneider@terracon.com

Client: Yellowstone County - Finance
By: _____ Date: _____
Name/Title: Matt kessler
Address: METMAINBLDG P. O. Box 35015
Billings, MT 59107
Phone: (406) 256-2717 Fax: _____
Email: mkessler@yellowstonecountymt.gov

B.O.C.C. Regular

4. k.

Meeting Date: 04/29/2025

Title: Change Orders #2, #3, #4 & #5 - Safetech - Admin Building Asbestos Abatement

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Orders #2, #3, #4 & #5 - Safetech - Admin Building Asbestos Abatement

BACKGROUND:

The original contract with Safetech, Inc for abatement services was signed on October 15th, 2024 for \$374,311.00. Change order #1 from November 19th, 2024, added \$148,705.00 to increase the contract to \$523,016. Additional abatement is required and detailed in the following change orders.

CO# 2 - \$43,640.00 - 1st floor plaster demo, 3rd floor stairwell demo, 4th floor stairwell demo, 6th floor mechanical room demo and 6th floor stairwell demo.

CO# 3 - \$26,220.00 - Demo and abatement of ceilings, walls, and HVAC ductwork in basement.

CO# 4 - \$21,070.00 - Abatement of SE stairwell ceilings

CO# 5 - \$2,490.00 - Abatement of NW stairwell landing electrical

The following change orders bring the contract from \$523,016.00 to \$616,436.00.

RECOMMENDED ACTION:

Approve change orders.

Attachments

CO #2 - Safetech - CAB Abatement

CO #3 - Safetech - CAB Abatement

CO# 4 - Safetech - CAB Abatement

CO# 5 - Safetech - CAB Abatement



Safetech, Inc.

Specializing in Asbestos, Mold & Lead Abatement
P.O. Box 80565 • 5739 Interstate Ave. • Billings, Montana 59108-0565
Phone: 406-651-0011 • Fax: 406-651-0271

CHANGE ORDER #2

Date: 2/18/2025

To: Matt Kessler
Yellowstone County
PO Box 35015
Billings, MT 59107
PH: 406-256-2717
mkessler@yellowstonecountymt.gov

Project: Asbestos Abatement
YCAB Building
Billings, MT

We are pleased to submit our services for the supply of materials and labor according to the specifications of said project. The proposal represents our best understanding of the project requirements. We would be pleased to discuss any area that you feel may not have been adequately addressed. Stipulations not included in this proposal will be considered extra work to be negotiated prior to or on the contract agreement. Our price is firm for the following services and is considered valid for acceptance for thirty (30) days.

Safetech proposes to provide the following Change Order:

We propose to remove and dispose of the additional asbestos materials from multiple containments on the 6th, 4th, 3rd and 1st floors for the YCAB Asbestos Abatement Project as follows:

1 st floor upper wall plaster demolition, 2 layers of plaster	\$ 7,980.00
1 st floor plaster demo on columns	\$ 5,700.00
3 rd floor nw stairwell wall demo	\$ 3,400.00
3 rd floor data room 2 containment setup	\$ 2,280.00
4 th floor nw stairwell wall demo	\$ 4,160.00
4 th floor nw chase wall demo	\$ 2,660.00
6 th floor mechanical room demo and abatement	\$ 9,120.00
6 th floor nw stairwell wall demo	\$ 3,400.00
6 th floor nw chase wall demo	\$ 2,280.00
Hole Drilling in East Stairwells	\$ 2,660.00
TOTAL CHANGE ORDER COST	\$43,640.00

Price Includes:

- Specific Liability Insurance
- MT DEQ Permit Fee
- Proper disposal of waste

Price Excludes:

- Clearance Air Sampling

All work will be done in accordance with all Federal, State & local Regulations. We appreciate the opportunity to provide this bid for you.

Respectfully Submitted,
Safetech, Inc.

RC Geiss
Vice President

PROPOSAL



Safetech, Inc.

Specializing in Asbestos, Mold & Lead Abatement
P.O. Box 80565 • 5739 Interstate Ave. • Billings, Montana 59108-0565
Phone: 406-651-0011 • Fax: 406-651-0271

CHANGE ORDER #3

Date: 3/19/2025

To: Matt Kessler
Yellowstone County
PO Box 35015
Billings, MT 59107
PH: 406-256-2717
mkessler@yellowstonecountymt.gov

Project: Asbestos Abatement
YCAB Building
Billings, MT

We are pleased to submit our services for the supply of materials and labor according to the specifications of said project. The proposal represents our best understanding of the project requirements. We would be pleased to discuss any area that you feel may not have been adequately addressed. Stipulations not included in this proposal will be considered extra work to be negotiated prior to or on the contract agreement. Our price is firm for the following services and is considered valid for acceptance for thirty (30) days.

Safetech proposes to provide the following Change Order:

We propose to complete the selective demolition of ceilings, walls and hvac ductwork and then remove and dispose of the additional asbestos insulation on piping materials from within the basement for the YCAB Asbestos Abatement Project for the additional sum of: **\$26,220.00**

Price Includes:

- Specific Liability Insurance
- MT DEQ Permit Fee
- Proper disposal of waste

Price Excludes:

- Clearance Air Sampling

All work will be done in accordance with all Federal, State & local Regulations. We appreciate the opportunity to provide this bid for you.

Respectfully Submitted,
Safetech, Inc.

RC Geiss
Vice President



Safetech, Inc.

Specializing in Asbestos, Mold & Lead Abatement
P.O. Box 80565 • 5739 Interstate Ave. • Billings, Montana 59108-0565
Phone: 406-651-0011 • Fax: 406-651-0271

CHANGE ORDER #4

Date: 3/25/2025

To: Matt Kessler
Yellowstone County
PO Box 35015
Billings, MT 59107
PH: 406-256-2717
mkessler@yellowstonecountymt.gov

Project: Asbestos Abatement
YCAB Building
Billings, MT

We are pleased to submit our services for the supply of materials and labor according to the specifications of said project. The proposal represents our best understanding of the project requirements. We would be pleased to discuss any area that you feel may not have been adequately addressed. Stipulations not included in this proposal will be considered extra work to be negotiated prior to or on the contract agreement. Our price is firm for the following services and is considered valid for acceptance for thirty (30) days.

Safetech proposes to provide the following Change Order:

We propose to remove and dispose of the additional asbestos materials from the stairwells, 5th floor chase and 1st floor chase for the YCAB Asbestos Abatement Project as follows:

Penthouse roof drain insulation	\$ 3,800.00
NW roof stairwell unit heater holes	\$ 190.00
6 th floor SE stairwell ceiling	\$ 1,140.00
5 th floor NW stairwell ceiling	\$ 3,400.00
5 th floor SE stairwell ceiling	\$ 1,140.00
4 th floor SE stairwell ceiling	\$ 1,140.00
3 rd floor SE stairwell ceiling	\$ 1,140.00
2 nd floor SE stairwell ceiling	\$ 1,140.00
1 st floor SE stairwell ceiling	\$ 1,140.00
1 st floor NW stairwell ceiling and tsi	\$ 2,280.00
Basement NW stairwell ceiling and tsi	\$ 2,280.00
1 st floor chase TSI	\$ 2,280.00
TOTAL CHANGE ORDER COST	\$21,070.00

Price Includes:

- Specific Liability Insurance
- MT DEQ Permit Fee
- Proper disposal of waste

Price Excludes:

- Clearance Air Sampling

All work will be done in accordance with all Federal, State & local Regulations. We appreciate the opportunity to provide this bid for you.

Respectfully Submitted,
Safetech, Inc.

RC Geiss
Vice President



Safetech, Inc.

Specializing in Asbestos, Mold & Lead Abatement
P.O. Box 80565 • 5739 Interstate Ave. • Billings, Montana 59108-0565
Phone: 406-651-0011 • Fax: 406-651-0271

CHANGE ORDER #5

Date: 4/11/2025

To: Matt Kessler
Yellowstone County
PO Box 35015
Billings, MT 59107
PH: 406-256-2717
mkessler@yellowstonecountymt.gov

Project: Asbestos Abatement
YCAB Building
Billings, MT

We are pleased to submit our services for the supply of materials and labor according to the specifications of said project. The proposal represents our best understanding of the project requirements. We would be pleased to discuss any area that you feel may not have been adequately addressed. Stipulations not included in this proposal will be considered extra work to be negotiated prior to or on the contract agreement. Our price is firm for the following services and is considered valid for acceptance for thirty (30) days.

Safetech proposes to provide the following Change Order:

We propose to remove and dispose of the additional asbestos materials from the NW Stairwell for the YCAB Asbestos Abatement Project as follows:

NW roof stairwell unit heater holes	DEDUCT CO#4	\$ 190.00
5 th floor NW stairwell ceiling	DEDUCT CO#4	\$3,400.00
NW roof stairwell – fire sprinkler, electrical, mechanical	ADD	\$ 760.00
5 th floor NW stairwell ceiling and landing electrical	ADD	\$2,280.00
4 th floor NW stairwell landing electrical	ADD	\$ 760.00
4 rd floor NW stairwell landing electrical	ADD	\$ 760.00
3 rd floor NW stairwell landing electrical	ADD	\$ 760.00
2 nd floor NW stairwell landing electrical	ADD	\$ 760.00
TOTAL CHANGE ORDER COST	ADD	\$2,490.00

Price Includes:

- Specific Liability Insurance
- MT DEQ Permit Fee
- Proper disposal of waste

Price Excludes:

- Clearance Air Sampling

All work will be done in accordance with all Federal, State & local Regulations. We appreciate the opportunity to provide this bid for you.

Respectfully Submitted,
Safetech, Inc.

RC Geiss
Vice President

B.O.C.C. Regular

5. a.

Meeting Date: 04/29/2025

TITLE: Billings Metropolitan Planning Organization FY25 UPWP Amendment 1

PRESENTED Lora Mattox

BY:

DEPARTMENT: Planning Department

TOPIC:

Billings Metropolitan Planning Organization - FY25 UPWP Amendment 1

INTRODUCTION:

The Billings Unified Planning Work Program (UPWP) is a planning document that outlines transportation planning activities for the Billings metropolitan area. It is developed by the Billings MPO in coordination with local, state, and federal agencies. The UPWP identifies planning tasks, funding sources, and schedules for studies related to roadways, transit, bike/pedestrian infrastructure, and overall transportation system improvements. It ensures compliance with federal transportation planning requirements and supports long-range transportation goals for the region.

Periodic amendments are necessary to update projects, funding allocations, and schedules. The Billings MPO proposes to amend the FY25 Unified Planning Work Program (UPWP) to align with shifting local priorities and to supplement completion of the City's Complete Streets Policy report. These amendments, outlined in Elements 302 and 700, involve adjustments to both project scope and financial allocations. Initially, the MPO planned to issue a Request for Proposals (RFP) for a bike and scooter share program. However, in response to City and County interests and concerns in relation to multi-modal planning needs, resources are instead proposed to be redirected toward a limited economic analysis of the City's Complete Streets Policy. The amendment process will fully adhere to the MPO's Transportation Planning procedures, ensuring ample opportunities for public participation and review.

By conducting an economic and community benefit analysis, the Billings MPO is ensuring that long-range transportation planning is strategic, data-driven, and aligned with City and County interests and community goals. The results will inform investment decisions and shape policy development to continue to build a transportation network that serves the community by being efficient and accessible.

To facilitate review, the changes in the FY25 UPWP are highlighted in red within the document. Additionally, an Amendment Edit Reference Sheet is attached, indicating the page numbers where revisions have been made.

The Technical Advisory Committee met on April 10th and after discussion is recommending that the governing bodies review and forward a recommendation of approval to the PCC.

ALTERNATIVES ANALYZED:

The UPWP is a planning document that outlines transportation planning activities for the Billings metropolitan area. The Board of County Commissioners may:

- Forward a recommendation of approval to the Policy Coordinating Committee (PCC) of the FY25 UPWP Amendment to align with MPO and local objectives, ensuring policy accountability and consistency with transportation planning priorities, or;
- Not forward a recommendation of approval to the PCC of the FY25 UPWP Amendment. Denial of the amendment would require the MPO to move forward with the Bike/Scooter Share RFP, which is currently not a priority for the local governments.

FINANCIAL IMPACT:

The Bike/Scooter Share RFP was initially allocated a budget of \$20,000, while the Complete Streets Progress Report's limited economic analysis also had a budget of \$20,000. Under the proposed amendment, funding for the Bike/Scooter Share project would be redirected to support the Progress Report's economic analysis. Additionally, the MPO is reallocating \$3,000 in PL contingency funds and \$2,000 in local (Planning) funds, adding a total of \$5,000. These additional resources will enable staff to enhance the economic analysis. With consultant expertise in economic analysis, the goal is to develop a localized strategy for assessing the financial benefits and impacts of transportation infrastructure construction. The total budget for this project is now \$45,000.

RECOMMENDATION

Staff recommends the BOCC forward a recommendation of approval of the addition of FY25 UPWP Amendment. This recommendation will be brought through the Chair of the BOCC to the May 20 Policy Coordinating Committee meeting.

Attachments

UPWP Edits Reference

Draft UPWP Amendment

FY25 UPWP Amendment – Document Change Reference

Page 2 – Updated Table of Contents

Page 3 – Introduction paragraph 1 and 2, updated language to include the amendment information

Page 4 – Will Add Review Approval Dates when Schedule is set

Page 28 – Added a paragraph under Proposed Activities to address amendment to this Element

Page 28 – Removed reference to the Bike/Scooter Share RFP and added additional information to the Complete Streets Progress Report

Page 30 – Updated FY25 Funding Sources Table with updated projects

Page 35 – Updated FY25 Funding Sources showing \$3,000 reduction in Un-Programmed funds

Page 36 – Updated FY25 Table 1 Funding Sources per Element

Page 36 – Updated FY25 Table 2 Funding Comparisons

Billings Urban Area

Unified Planning Work Program

(UPWP)

Amendment #1

Federal Fiscal Year

2025

Prepared By:

Billings/Yellowstone County Planning Division
2825 3rd Avenue North, 4th Floor
Billings, Montana 59101

In Cooperation With:

Montana Department of Transportation
Federal Highway Administration
Federal Transit Administration



UNIFIED PLANNING WORK PROGRAM

TABLE OF CONTENTS

Introduction.....	3
-------------------	---

UPWP Approval Dates	4
---------------------------	---

CHAPTER I – Highway

SECTION I – Work Elements

100 - Program Administration	5
101 - Service	9
102 – Citizen Involvement.....	11
200 – Community Planning	13
204 – Zoning Administration.....	17
205 – Subdivision Administration	20
300 – Transportation System Data.....	23
301 – Transportation Plan.....	26
302 – Planning Studies.....	28
500 – Transportation Improvement Program	31
600 – Environmental Considerations	33
700 – Un-Programmed Funds	35

SECTION II – Funding

Funding Summary.....	36
Funding Comparisons	36
Funding Percentages	37
Staff Months Worked.....	37
Eligible Safe and Accessible Transportation Options Planning Activities.....	38

SECTION III – Indirect Cost Plan

Identification of Costs.....	39
Funding Sources.....	40

CHAPTER II – Transit

Administration	41
Short Range Transportation Planning	44
Current Service Enhancement.....	47
Transportation Improvement Program	50
Coordination of Non-Emergency Human Service Transportation.....	52
Funding	55
Acronyms.....	56

INTRODUCTION

The Billings Metropolitan Planning Organization (MPO) is amending the FY25 Unified Planning Work Program (UPWP) to align with shifting local project priorities. These amendments, outlined in Elements 302 and 700, involve adjustments to both project scope and financial allocations. Initially, the MPO planned to issue a Request for Proposals (RFP) for a bike and scooter share program. However, in response to evolving community goals and planning needs, resources will instead be redirected toward a limited economic analysis of the City's Complete Streets initiatives. The amendment process will fully adhere to the MPO's Transportation Planning procedures, ensuring ample opportunities for public participation and review.

By conducting an economic and ROI analysis, the Billings MPO is ensuring that long-range transportation planning is strategic, data-driven, and aligned with community needs. The results will inform investment decisions, shape policy development, and optimize resource allocation to build a more efficient, sustainable, and economically viable transportation network.

The Billings Urban Area planning process is organized and conducted in a cooperative, coordinated, and comprehensive manner. The Yellowstone County Board of Planning, as the designated Metropolitan Planning Organization (MPO), is charged with the responsibility of administering the planning process. Under federal regulations, an MPO must be established for urban areas with populations greater than 50,000 in order to receive federal funds for construction projects and transportation planning. This document, the Billings Urban Area Unified Planning Work Program (UPWP), and a companion document, the Prospectus, is the foundation upon which the planning process is based.

The UPWP is developed each year, and once adopted and approved by FHWA and FTA, is in effect from October 1 to September 30. The UPWP contains a task-by-task discussion of projects which are to be undertaken during the program year. It also contains appropriate funding information, staffing information, and a schedule for each project. The UPWP undergoes a comprehensive review at the local, state, and federal levels each year.

This year, Federal Fiscal Year 2025, the format for work program activities conforms to Federal Transit Administration (FTA) Ch 2 pt 4 of FTA Circular 8100.1D. The Montana Department of Transportation and the Yellowstone County Board of Planning have mutually agreed upon the use of this format.

The UPWP is a detailed description of projects which occur on a routine basis. Once adopted, the document is only amended if there is a change in the planning process. The UPWP also contains information pertaining to the organization of the planning process, agencies involved, and agreements between agencies involved in the process.

Cost overrun guidelines have been established by the Montana Department of Transportation and agreed to by the Yellowstone County Board of Planning. Those guidelines will determine the allowable overruns for any work program element. Overruns that surpass those outlined in the guidelines will require a UPWP amendment.

This document includes two chapters, Highway and Transit. Each chapter contains individual work elements. These work elements describe the work the planning and transit staff will undertake in the program year as well as work accomplished in the past year. Also included is a breakdown of funding sources which include Planning (PL) funds and Local (City & County) funds which are used to provide funding for non-PL eligible activities. Priorities this year include completing the Heights Neighborhood Plan, 21st Street Underpass Safety, Roadway, and Multi-Modal Improvement Study, the development of a Bike Share Request for Proposals, an update of the Complete Streets Progress Report, an update to the Trail App, a Long-Range Transportation Project List Audit and plan modification, and other projects.

IJA/BIL requires an annual 2.5 percent of an MPO's PL allocation to be set aside for safe and accessible transportation options (SATO). To date, the MPO in FY24 is anticipating an expenditure of \$25,900. This included expenditure on the update to the Pedestrian/Bicycle Plan, the West End and Billings Heights Neighborhood Plan. The FY 25 set asides estimated at \$20,492. The MPO will program expenditure of the remaining required set-aside in this year's projects. Note: PCC as a governing body has not formally adopted any policy outside the Federal Mandate for Alternative Modes. Any reference to Complete Streets in this document refers to the City of Billings only.

DATES OF LOCAL APPROVAL

FY25 UPWP Amendment 1

TAC – 4/10/25
PLANNING BOARD – 4/22/25
COUNTY COMMISSION – 4/29/25
CITY COUNCIL – 4/28/25
PCC – 5/20/25
MDT- FWHA –

FY25 UPWP

TAC –7/18/24
PLANNING BOARD –8/13/24
COUNTY COMMISSION –8/6/24
CITY COUNCIL –8/12/24
PCC –8/20/24
MDT- FWHA – 9/19/24

CHAPTER I

YELLOWSTONE COUNTY BOARD OF PLANNING

SECTION I UNIFIED PLANNING WORK PROGRAM

100 PROGRAM SUPPORT & ADMINISTRATION

100 PROGRAM ADMINISTRATION
--

OBJECTIVE

- To administer the area-wide planning process.
- To support the Board of Planning and other Boards, Commissions, and the City Council and County Commissioners in decision-making activities in the planning process.
- To engage in administrative and financial actions related to identified planning activities and to prioritize those activities.
- To enhance staff skills and maintain staff exposure to the "state-of-the-art" in planning practice and computer software.
- To maintain contact with, provide input to, and receive feedback from various local, state and federal agencies, committees and groups during the planning process.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Conformance with federal, state, and local administrative and regulatory requirements, as well as maintenance of planning operations was achieved for FY24.

Members of the planning staff attended various professional meetings, workshops, and conferences at which planning, transportation, transit, bicycle/pedestrian and related topics were presented and discussed.

Specifically, the City-County Planning Division (Planning Division) and members of other local, state and federal departments and agencies actively participated in a diverse set of local meetings, including the Billings Technical Advisory Committee (TAC), Policy Coordinating Committee (PCC), Billings & Yellowstone County Zoning Commissions and Boards of Adjustment, Board of Planning, City Annexation Committee, City Development Process Review Committee, Community Development Board, Public Works (formerly the Traffic Control) Board, Bicycle and Pedestrian Advisory Committee, Historic Preservation Board and others. Staff also participates in meetings with MDT and the other MPO's quarterly to discuss activities and issues. Billings MPO also meets with MDT to discuss project coordination and issues.

Planning staff received updates in computer software programs for the geographic information system and its application to mapping data layers such as streets, land use, address, ownerships and environmental data. This GIS information is vital to provide to consultants for local plan development. Staff regularly utilizes an application tracking and project management software system that integrates the existing City building permit, finance and land management software, as well as coordinated subdivision and development project reviews across City and County departments. This software allows for electronic submittal of building, sign, fence and exempt plats for local review. Staff also reviewed/updated the City Annexation Policy and Limits of Annexation Map and assisted in updates to the

City's Capital Improvement Plan (CIP). Implementation of the City of Billings Complete Streets Policy is ongoing with the continued collection of data to be incorporated into the City of Billings Complete Streets Status Report that is updated and published every three years. Implementation of the Billings Community Transportation Safety Plan will continue with reporting to MDT as required.

Online permitting continues to have a positive impact on development.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

All administrative functions of the Planning Division will be performed under this work element. Program management activities will include, but not be limited to the following:

1. Correspondence
2. Public Relations
3. Employee Guidance, Supervision, and Training
4. Program Organization and Management
5. Consultant Liaison Activities
6. Staff Meetings
7. Negotiations
8. Preparation of Contracts
9. Performance Monitoring
10. Office Equipment Acquisition
11. Budget Management and Administration

Federal regulations require that performance measures and goals be established to monitor the performance of the region's transportation system.

The MPO will work with federal, state and local agencies to improve current performance tracking methods. Performance measures will be tracked on the MPO website and regular reporting will be provided to the Transportation Policy Coordinating Committee, MPO committees and the general public depending on the availability of related data.

With the refilling of the Planner 1 positions, senior staff has had the ability to undertake a few neighborhood planning efforts this last year and will continue in this next year with the initiation of the update to the Growth Policy, and land use plan for the newly opened Skyway Drive area. These projects have been identified with local funding.

PL Eligible Activities

- As per the MPO's public participation plan and ongoing public outreach efforts, the planning staff will make available the documents and guidelines for transportation planning activities to the community, as well as keep abreast of federal and state requirements as they relate to the overall planning processes. These activities may include distribution of the Billings Area Bikeway and Trail Master Plan (soon to be the Billings Area Pedestrian and Bicycle Master Plan) to community organizations or individuals, distribution of the current Billings Area Tour Map for bicycle and pedestrian users and visitors, distribution and explanation of the latest Billings Urbanized Area Traffic Count Map and Bicycle Count Map, explanation and distribution of the MPO's public participation plan to groups involved or interested in transportation planning processes in the community, and explanation and information dissemination of the TA or other grant programs to possible project applicants in the community.
- Staff will monitor the PL & Memorandum of Agreement as necessary to meet the requirements of the IIA or any new legislation they may be approved in the upcoming fiscal year.

- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation (MDT) in order to maintain federal funding support.
- The FY 2025 UPWP will be continually appraised and monitored in terms of content and budget allocations and will be revised when deemed necessary.
- The Fiscal Year 2026 UPWP will be developed under this work element.
- The Board of Planning, Board of County Commissioners and City Council will be kept informed of the activities of the staff and their progress in completing the approved UPWP.
- All planning staff will participate in recognized and approved training programs in order to improve staff skills and capabilities. Planning expertise will be maintained through enrollment in appropriate planning and transportation-related courses at area colleges, workshops, seminars, webinars and conferences.
- Staff will adapt software programs to effectively utilize traffic data and continue computer-training programs.
- The use of PL funds for out-of-state travel and/or registration fees for the above or other purposes will continue to be subject to prior approval of MDT.
- The MPO TA Program administration will be funded through this work element.
- The Infrastructure Investment and Jobs Act (IIJA) will be reviewed so staff may become familiar with changes affecting the metropolitan planning process.
- Transportation Planning Intern, to mainly assist in Active Transportation duties including provide information to the Public Works Board, Bicycle and Pedestrian Advisory Committee and others. Data collection as it pertains to Active Transportation
- Planning activities pertaining to Bicycle-Pedestrian in this work element will include:
 - Work field inspections, handle complaints and investigate problem areas of the Bike/Pedestrian system.
 - Presentations as needed.

Locally Funded Activities

- General administrative activities will include maintenance of files, library documents, daily correspondence and preparation of necessary periodic reports.
- Interagency committee participation is included in this work element.
- All staff members will continue to participate in and encourage increased cooperation between state and local agencies, departments and governing bodies.
- The Planning Division will serve both as a coordinator of and a participant in meetings and committees.
- Planning Division involvement will include participation with such agencies as the Housing Authority, Big Sky Economic Development (BSED), Air Pollution Control Board, RiverStone Health (City-County Health Department), Healthy by Design, legislative study committees, and other agencies.
- Staff will continue to implement long-term document storage through virtual servers and cloud storage platforms.

STAFFING

24.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

The Planning Division will be responsible for administering the area-wide planning process for the City and County.

PRODUCT

- An ongoing administrative program focused primarily on effective and expeditious implementation of this UPWP.

- The continual enhancement of the Planning Division staff skills and knowledge.
- Maintenance of a coordinated, comprehensive, and cooperative planning process that is endorsed and supported by the local community.
- The development of the FY26 UPWP.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	PL	LOCAL	TOTAL
MPO	\$280,500	\$229,500	\$510,000
TOTAL	\$280,500	\$229,500	\$510,000
DISBURSEMENT PERCENTAGE			

AGENCY	PL	LOCAL	TOTAL
MPO	55	45	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	PL*	LOCAL	TOTAL
MPO	\$295,900	\$242,100	\$538,000
TOTAL	\$295,900	\$242,100	\$538,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** Record Keeping via virtual servers and cloud storage, scanning - \$8,000, Transportation Planning Intern \$10,000.

OBJECTIVE

- To coordinate the dissemination of information and exchange of ideas between planning agencies and the interested public, decision-makers, and other departments, agencies, and organizations related to the Billings MPO.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Members of the planning staff were involved in a wide range of service tasks. Planning services included presentations related to roadways and alternative transportation, responding to citizen inquiry and complaints regarding streets, subdivision layout, site distance, zoning request, conformance with the 2024 Transportation Plan and the Billings Area Bikeway and Trails Master Plan, City of Billings 2016 Growth Policy, the Lockwood Growth Policy and various neighborhood and community plans.

Staff presented transportation planning information to its organization and agency partners as needed for educational and decision-making purposes. Planning staff also shared information with the community and stakeholders throughout the development of several planning efforts.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Staff is targeting webinars which educate staff and public on the transportation planning process and funding as related to the operation of the MPO.
- The Planner I position will also be working within this element. These positions will provide transportation and related planning information to the general public and interested organizations.
- Planning Division and Transportation Planning staff continually look at ways to disseminate and provide information on transportation activities, social media posts addressing transportation safety, and upcoming events.

Locally Funded Activities

- Staff will continue to develop and use website tools to enable citizens to access information on upcoming planning activities, board and commission meetings, and recent land use applications, as well as interact with various planning processes through email notification and online comment programs. Staff will look at implementing citizen access to the Questys System software for access to historical data related to transportation, zoning and other planning applications.
- Continue increasing community and agency awareness of the interrelationships between land use development and transportation needs through dissemination of information and drafting of planning documents that incorporate both elements together.

STAFFING

4 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

As Assigned.

PRODUCT

- A responsive and flexible planning process utilizing staff capable of providing short-term findings and recommendations, as well as ongoing customer service to the public on all levels of planning projects and regulations.
- Provide transportation-related webinars to staff, local officials and general public to educate on current transportation issues.
- In addition to the transportation specific webinars, staff also provide general planning webinars that are advertised to all city staff, local officials and the general public. These webinars are scheduled routinely and can include up to 3 webinars a month. Participation anticipated at these webinars is 5-10 person per viewing. This number can fluctuate depending on the topic. Staff participation is approximately 3-5 per viewing contingent on scheduling.

FUNDING SCHEDULE - SERVICE

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$32,000	\$32,000	\$64,000
TOTAL	\$32,000	\$32,000	\$64,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$32,500	\$32,500	\$65,000
TOTAL	\$32,500	\$32,500	\$65,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

OBJECTIVE

- To solicit information concerning community values and goals and to receive community input into the development of plans and projects.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Numerous meetings with service clubs, civic groups, and professional organizations were attended by staff members to discuss all facets of local planning. The Planning Board used extensive public input to review and receive comments on a wide range of planning issues throughout the City and County. Meetings of neighborhood task force organizations and neighborhood advisory committees were also attended as requested to answer questions and review long-range planning issues, particularly related to transportation planning and projects, as well as code enforcement complaints. Projects specifically related to citizens and citizen boards included the update to the 2016 Pedestrian/Bicycle Master Plan and the final development of the Phase II Safe Routes to School Plan.

PROPOSED ACTIVITIES - FISCAL YEAR 2025**PL Eligible Activities**

- Outreach to the public and all affected jurisdictions for ongoing transportation projects, including but not limited to several MDT planning and construction projects such as the North Billings Bypass, 1st Avenue North reconstruction, 6th Street Underpass project and several MPO projects. The MPO has several projects that will be completed and initiated this upcoming year including the completion of the update to the 2016 Bike/Ped plan as well as the new transportation planning studies identified in this UPWP.
- The staff will continue to support the Bicycle and Pedestrian Advisory Committee. The Committee is responsible for forwarding recommendations to the Planning Board and governing bodies on bicycle safety, bike lanes, pedestrian safety and access, and other matters. The group will be involved in the nomination and review of TA Program eligible projects, bicycle and pedestrian signing and safety projects, grant applications for non-motorized transportation projects, and community education and outreach on bicycle and pedestrian safety within the MPO.
- The MPO has several planning efforts this year and next, as part of its continuous efforts to engage the public in these transportation planning efforts, staff will be actively engaged with the City of Billings Public Information Officer (PIO) to push information and public participation opportunities to the community.
- TAC and PCC meetings will be held, and meeting information disseminated as necessary.
- Staff will continue to update and maintain the MPO's website to provide the most current up to date information to the community.
- Staff will utilize web-based GIS and web mapping software for assistance in transportation planning.
- Some of the specific projects that will involve community participation include the completion of the update to the Bike and Ped Plan, an update to the Complete Street Progress Report, a Bike/Scooter Share RFP, and other transportation planning elements identified in Work Element 302. These projects will include extensive public participation and solicitation.

Locally Funded Activities

- Meetings with various citizen groups will be coordinated and attended for the purpose of soliciting information and ideas on a broad range of planning issues within the Billings Urban Area and throughout Yellowstone County.

- Community participation using new tools and techniques will also be included in all planning studies proposed within this document.
- Staff will utilize web-based GIS and Web mapping software for assistance in land-use planning.

STAFFING

6.0 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A comprehensive and coordinated solicitation and collection of public opinions in order to accurately reflect the preferences and priorities of the citizens within the Billings Urban Area.
- An enhanced integrated web-based public participation software that includes MPO and general planning projects and procedures and other pertinent information.

FUNDING SCHEDULE - CITIZEN INVOLVEMENT

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$50,000	\$50,000	\$100,000
TOTAL	\$50,000	\$50,000	\$100,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	50	50	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$51,000	\$51,000	\$102,000
TOTAL	\$51,000	\$51,000	\$102,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

200 GENERAL DEVELOPMENT & COMPREHENSIVE PLANNING

200 Community Planning

OBJECTIVE

- To maintain records and make projections of population and dwelling unit data, land use information, employment data, and to maintain adequate financial records, files and reports.
- To provide current, accurate information pertaining to the quantity of residential, commercial, industrial, and public land in the MPO and across the County.
- To summarize and analyze development trends and to provide visual information to the City Council, County Commission, Planning Board and the public during the public input process for transportation and land-use decision making.
- To recommend implementation of the goals, policies, and strategies of the adopted 2016 City of Billings and Lockwood Growth Policies.
- Implementation of Long-Range Transportation Plan and Planning Studies.
- The current ten planning factors have been reviewed and incorporated in this UPWP. The factors are:
 - 1) Support the economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
 - 2) Increase the safety of the transportation system for motorized and non-motorized users.
 - 3) Increase the security of the transportation system for motorized and non-motorized users.
 - 4) Increase the accessibility and mobility of people and for freight.
 - 5) Protect and enhance the environment, promote energy conservation, improve the quality of life, and promote consistency between transportation improvements and State and local planned growth, housing and economic development patterns.
 - 6) Enhance the integration and connectivity of the transportation system, across and between modes, for people and freight.
 - 7) Promote efficient system management and operation.
 - 8) Emphasize the preservation of the existing transportation system.
 - 9) Improve the resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation; and
 - 10) Enhance travel and tourism.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff reviewed and analyzed the most current release of the 2020 Census and American Community Survey (ACS) data. Current ACS data is updated and placed in various databases as it has become available. Data gathered and updated included annual information related to population estimates for city and counties within the State of Montana. This annual information is used by the public and public agencies for planning purposes. The ACS is accessed for review and dissemination, and updated information released by the US Census Bureau in regard to commuting patterns. Other data gathered includes:

- Building Permits, Demolition Permits, Electrical Permits, Subdivision Applications, Zoning Applications, Special Reviews, Variances, temporary use permits, sign permits, zoning compliance permits and zoning clarification documents, annexation data, population trends, land use trends, school enrollment, employment data and general economic indicators.

The planning staff continues to review the most current ACS data and information from the 2020 Census data and estimates for population and demographic data. Census information is made available to various local agencies and organizations and to the general public. The data is used for developing reports, grant applications and planning documents such as Transportation and Land Use Plans and for projects like the Recreational Trails Program Grant and other grants as needed.

The City-County Planning Division, on behalf of the Billings MPO, is responsible for preparing a City of Billings Complete streets (excluding Yellowstone County) Progress Report every three years. This direction was outlined in the City of Billings Complete streets (excluding Yellowstone County) Policy: “The City will periodically collect, review and report performance data and benchmark measurements to demonstrate the effectiveness of the policy.” This effort was completed with the first-ever City of Billings Complete streets (excluding Yellowstone County) Benchmark Report prepared in 2013. The Report is updated on a 3-year cycle with the most current update occurring in 2020. This [Progress Report](#) includes comparison of various data sets related to motorized and non-motorized transportation.

Zoning data developed in element 204 for the entire City and County zoning jurisdictions was provided to neighborhood task force groups and others as requested.

Numerous other special purpose maps were prepared for meeting purposes including bicycle trail maps, annexation maps, estimated development density maps and tables for the Limits of Annexation Map area, and other project influence areas. Natural resources, 2020 Census, and jurisdictional boundary information was updated or developed. Traffic count station locations were geo-positioned and linked with the City-County traffic count matrix. The City also upgraded its internal mapping system with an ArcGIS product that makes access to the most current property data and aerial photography better and easier for staff when researching existing conditions of transportation corridors and adjacent property. The new system provides a robust City GIS base map for use in application reviews, transportation planning efforts, and general customer inquiries. Ongoing review and implementation of sub-area neighborhood and transportation plans, and other planning documents was carried out by staff.

While not a part of PL funds, the City of Billings was awarded a Safe Streets for All (SS4A) grant from the US DOT. The Active Transportation Planner anticipates dedicating a significant amount of time to managing this grant, including coordinating a public education campaign about Safe Routes to School and helping to provide management for the implementation of Safe Routes to School projects.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The MPO is proposing adding an additional employee this year to the PL formula. In 2008, the recession forced the Planning Division to reorganize staffing and eliminated the Long Range/Neighborhood Planner position. Based on community and City Council goals, this position is needed to complete numerous neighborhood, subarea, and long range plans. The funding structure is set at a 30-70 split, with 30 percent of the budget provided by the PL and the remaining 70 percent covered by local funding. This collaborative funding approach ensures that the Neighborhood Planner is well-resourced to address local needs while aligning with broader planning objectives. The Neighborhood Planner will play a crucial role in the MPO’s transportation planning activities, including:
 - Community Engagement.
 - Data Collection and Analysis.
 - Assistance with the development of Transportation Plans.

- The web-based GIS software is compatible with available datasets and utilizes the existing data sets more effectively. The GIS software will be utilized to develop a series of maps, including existing and proposed pedestrian trail routes and projects in the community, maps to implement the Long-Range Transportation Plan, updates to a preferred growth area map in conjunction with the City's Limits of Annexation Map, mapping of focus areas for implementation of the City's Infill Development Policy, and others. This ability of the GIS program allows for anticipating and planning for the transportation network in areas of annexation and infill. This will assist in the implementation of our LRTP and project planning for future plans and studies.
- The planning staff, under the direction of the Board of Planning, will continue to work on long-range planning projects according to the priorities established by both the City of Billings and Yellowstone County. In particular, the continuing implementation of the 2024 Long Range Transportation Plan Update, and the update to the 2017 Bikeway and Trails Master Plan.

Work related to Bicycle-Pedestrian activities in this work element will include:

- Work with staff to ensure a bike/pedestrian friendly community.
- Review of proposed subdivisions for non-motorized transportation connectivity.

Locally Funded Activities

- Senior staff will be undertaking development of a variety of long-range land use plans this upcoming year that all will include significant public involvement and engagement including as mentioned earlier.
- The Planner I's will continue to undertake the review of:
 - Zoning applications. The development and adoption of Project Re:Code now ties land uses and land patterns to the road and street network.
 - Site development plans to address clear vision and controlled and shared access points.
 - Site development plans address newly implemented build to zones which prevent traffic flow in front of buildings.
 - Site orientations that allow for internal traffic and other services, for example, drive through locations.
- Staff also will continue to work with the Big Sky Economic Development (BSED) to implement the Master Plan for the East Billings Urban Renewal District (EBURD), the Hospitality Corridor Planning Study, the Exposition Gateway Concept Plan and the South Billings Boulevard Urban Renewal District (SBBURD) Master Plan. The plans include detailed analysis of the transportation and land use connections in the area and promote sustainable development projects.
- Staff plans to work with the City, County, BSED, and neighborhood groups to identify planning needs in various parts of the urbanized area.
- Continued maintenance and update of socio-economic and land use data for both transportation and comprehensive planning activities will continue in 2025, with 2020 Decennial Census data and the 2022 American Community Survey data.
- Various GIS databases and layers will continue to be developed and centrally maintained, including information on neighborhoods, community assets, route planning, trail systems and transportation plans.
- The new web-based system tracking and managing projects will include application information on zoning and subdivision applications.
- Neighborhood planning activities will be initiated to identify local issues and strategies to assist neighborhood groups and organizations with neighborhood sustainability, equity, and safety.

STAFFING

29 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Various reports, files, and projections of socio-economic data necessary for current transportation and comprehensive planning activities, as well as support of City/County economic development activities.
- An ongoing GIS database/mapping system for the City of Billings and Yellowstone County.
- Ongoing updates to the preferred growth areas mapping and analysis for the City, implementation of the City Infill Development Policy, SBURD Master Plan, the 2024 Long Range Transportation Plan Update, 2018 Public Participation Plan, the Downtown Area Traffic Circulation and Safety Study, Wayfinding Sign Plan, and the Heritage Trail Tour Map and App.

FUNDING SCHEDULE - COMMUNITY PLANNING

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	PL	LOCAL	TOTAL
MPO	\$105,000	\$245,000	\$350,000
TOTAL	\$105,000	\$245,000	\$350,000

DISBURSEMENT PERCENTAGE			
AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	PL*	LOCAL	TOTAL
MPO	\$104,400	\$243,600	\$348,000
TOTAL	\$104,400	\$243,600	\$348,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

OBJECTIVE

- To oversee, interpret and enforce current City and County zoning regulations.
- To effectively administer the regulations and provide efficient service to the elected officials and the public.
- To maintain current zoning and land use information for all zoned property within the jurisdiction of the Billings Metropolitan Planning Organization to use in long-range transportation planning studies, traffic analysis, and transportation projects.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff continues to see robust applications for zone changes, special reviews, variances, and planned developments. Reports and recommendations were prepared on each case to the various boards, commissions, and governing bodies. Digital photos are now incorporated into all zoning reports and Microsoft Power Point presentations are given to all boards and commissions. Staff is in the process of ongoing scanning of historic zoning files in preparation of future citizen access through a new archiving system software. All applications for building permits were also reviewed for compliance with City and County zoning regulations. Special zoning studies and ordinance updates were prepared as requested by the governing bodies. These included making a series of zoning code amendments to bring the regulations into compliance with changes in State Law and changes driven by community interests.

Staff coordinated with the County GIS Department to ensure that all zone changes within the Billings MPO area were reflected on GIS online and printed maps to ensure land use information was current.

A significant amount of time was also spent assisting the public with general zoning questions. The status of all active zoning applications is now posted on the City/County Planning websites.

PROPOSED ACTIVITIES - FISCAL YEAR 2025**PL Eligible Activities**

- Zoning, Special Review, and Variance applications will be reviewed for land use compatibility, traffic, access, and overall site design.
- Staff will continue to maintain its zoning maps and land use information so that it is applicable to long-range transportation planning efforts in the Billings MPO. This information is regularly applied to a variety of MPO functions, including corridor analysis efforts like those involved in the Billings Bypass project, specific road projects, TA program applications and non-motorized grant applications.
- Staff will continue implementing the Zoning Code. Staff continues to review and trouble-shooting inconsistencies or inaccuracies in the code with the intent to make any needed amendments within the next 2-years. As stated earlier, the Zoning Code places a higher emphasis on the transportation system, including road classification; safety and connectivity is vital to how the adjacent land uses for residential and commercial development are built. The road system emphasizes location and setting of any structures.
- The Planner I's allow senior staff to take a more active role in long range planning. It is anticipated that the Planner I's will undertake the review of:
 - Zoning applications. Project Re:Code now ties land uses and land patterns to the road and street network.
 - Site development plans to address clear vision and controlled and shared access points.

- Site development plans to address newly implemented build to zones which prevent traffic flow in front of buildings.
- Site orientations that allow for internal traffic and other services, for example, drive through locations.

Locally Funded Activities

- Carrying out the day-to-day activities required to effectively administer the zoning regulations as well as ensure that land use information is current and available for all long-range transportation planning efforts, including Transportation Plan updates, specific road projects, corridor studies and the North Bypass project.
- Activity in 2025 will include ordinance updates as required by State law or requested by the public or governing bodies.
- All zone change applications will be reviewed for compliance with local plans.
- Staff will continue the update to Zoning Code based on fulfilling policy goals set by the local governing body including Growth Policy, Neighborhood Plans, and by increasing safe and accessible transportation planning options Streets and Infill Policies.

STAFFING

13.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Effective zoning regulations and administration for the City of Billings and Yellowstone County. Effective enforcement of the zoning regulations for Yellowstone County.
- Online submittal capability for certain zoning permits, i.e., sign and fence will increase efficiency and convenience for applicants.

FUNDING SCHEDULE - ZONING ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$42,400	\$169,600	\$212,000
TOTAL	\$42,400	\$169,600	\$212,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	20	80	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$42,000	\$168,000	\$210,000
TOTAL	\$42,400	\$168,000	\$210,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

OBJECTIVE

- To maintain the current City and County subdivision regulations and ensure that they are updated when changes in State law occur.
- To effectively administer the regulations and provide efficient service to developers, engineers and surveyors, elected officials, and the community.
- To ensure that development is occurring with minimal negative impacts to the community and that subdivisions are designed to be safe and long lasting in the community.
- To evaluate traffic accessibility studies, general circulation data, and ensure conformity with the Functional Classification Map and associated elements of the Long-Range Transportation Plan when a subdivision application is submitted.
- To collect, manage, and apply subdivision development information for long-range transportation planning activities for the MPO – including but not limited to updates to the transportation plan and maintenance of inputs for traffic modeling.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The Board of Planning and the planning staff reviewed all preliminary major and minor plat applications. Numerous conceptual and pre-application meetings were coordinated and attended by staff. All final plats were reviewed and processed. Also, a significant amount of time was spent assisting the public with general subdivision questions. Updates to the City and County Subdivision Regulations due to legislative changes were drafted and approved.

Staff collected and compiled information on the details of each new subdivision, such as the of numbers of lots and land area slated for development. This information is integral to any transportation plan updates or long-range transportation planning efforts undertaken by the MPO in the community to determine population growth and location of residents and commercial services that affect the transportation system. This involved monthly subdivision activity reporting and periodic reviews of new development locations. This is also considered in relation to the TA program and when the MPO pursues grants for non-motorized transportation projects in the community.

The MPO continues to implement and enforce the Suburban Subdivision Regulations that require property currently outside the city limits but within the County Zoning Jurisdiction that may be annexed in the future to develop at city standards for infrastructure such as sidewalk, storm water management and future utility access. This procedure has been a positive to residential development on the city fringe areas and contributes to the development of safe and accessible transportation options.

PROPOSED ACTIVITIES - FISCAL YEAR 2025**PL Eligible Activities**

- Staff will review all subdivisions for compliance with the Billings Area Long Range Transportation Plan, and for conformity with the Billings Area Bikeway and Trails Master Plan, Lockwood Transportation Plan, Blue Creek Transportation Plan, and other neighborhood and community transportation plans as applicable.
- Staff also will continue to collect information on the details of each new subdivision as an integral data source for long-range transportation planning efforts undertaken by the MPO. The MPO expects to use this data in

2025 for a variety of projects, including the implementation of the Long-Range Transportation Plan, the Bike/Ped Plan and continued analysis for the North Bypass.

- In the last couple years with the addition of the new Planner I to the UPWP, the Division has additional assistance in reviewing subdivision applications for compliance with the various transportation and planning documents overseeing land use within the MPO and Planning jurisdictional area.

Locally Funded Activities

- All subdivision applications will be reviewed for compliance with local and state subdivision law.
- Staff will continue to carry out the day-to-day activities required to effectively administer the subdivision regulations, and to keep the regulations current.
- Continued implementation of the Suburban Subdivision Regulations within the County Zoning Jurisdiction area.

STAFFING

15 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- An effective subdivision review process regarding local and state law, the Growth Policy, and the Billings Area Transportation Plan.
- Accurately identified and reviewed the street segments proposed in the new subdivision to ensure their alignment with the designated road functional classifications as outlined in the 2023 Transportation Plan Functional Classification Map. This involved a thorough analysis to verify that each street segment meets the specific criteria and standards set forth in the plan, ensuring consistency with the broader transportation network and supporting the intended flow of traffic. The review process included cross-referencing proposed street layouts with the functional classification map, assessing potential impacts on traffic patterns, and confirming that the street segments will contribute to an efficient and well-coordinated transportation system within the subdivision and its connection to existing infrastructure.

FUNDING SCHEDULE - SUBDIVISION ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$64,500	\$150,500	\$215,000
TOTAL	\$64,500	\$150,500	\$215,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	30	70	100

FUNDS PROGRAMMED - FISCAL YEAR 2025**FUNDING SOURCE**

AGENCY	PL*	LOCAL	TOTAL
MPO	\$63,900	\$149,100	\$213,000
TOTAL	\$63,900	\$149,100	\$213,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

300 LONG RANGE TRANSPORTATION PLANNING

300 TRANSPORTATION SYSTEM DATA

OBJECTIVE

- To develop and maintain current transportation system data files and records.
- To provide transportation planning and data information to City and County staff, elected officials, developers, engineering firms, and the general public.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The traffic, trail and bike lane count programs for FY 2024 was completed. Travel times/delay/speed studies were completed, calculations computed, and level-of-service values determined. This data was used for various planning and engineering projects throughout the year. In addition, the public commonly requests this data for land use planning.

Staff participated in the update of the City of Billings Capital Improvement Plan (CIP). Crash information was compiled and analyzed. Crash data is also used in many of the planning studies undertaken by the MPO. The staff also continued to utilize the trail scanners that were purchased and found new and better ways to both use the scanners in more trail locations in the community and display the data for various applications. A couple of years ago, the MPO also took over collection and distribution of the data from the Lockwood sidewalk counters purchased through the Lockwood Pedestrian Safety District.

The transportation data was also utilized for completion of the Billings Bypass Corridor Study, Safe Routes to School Plan Update, the 2023 LRTP Update and the Community Transportation Safety Plan (CTSP).

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The traffic count program for the Billings Urban Area as well as the Yellowstone County influence area will be conducted and the appropriate data recorded during FY2025. All traffic count data will be submitted to the MDT by February 1, 2025.
- Staff will update, where appropriate, the City's Capital Improvement Program.
- Continue with the contract position with City Engineering to continue traffic and trail counts.
- Staff will collect and maintain bike/pedestrian information through the trail census and use of the trail-bike/pedestrian scanners. The information from the bike/pedestrian counts links directly to the development of the LRTP and the MPO's non-motorized planning studies. These counts also contribute to other planning projects such as the City of Billings Complete Streets Progress Report. This activity is in conjunction with MPO region wide planning.
- The traffic count data archive will be maintained and accessible for other agencies and the public.
- Data will also be used during proposed FY25 Planning Studies.
- The Bicycle-Pedestrian activities will continue. Duties will include but not limited to:
 - Maintain Bike/pedestrian data bases in conjunction with MPO region wide planning purposes.
 - Maintain data base for easement acquisition.
 - Transportation Planning Intern will assist in the above-mentioned duties for the Active Transportation Planner.

STAFFING

13.5 Staff Months – City/County Planning

11.0 Staff Months - City Engineering (Contract Position)

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning/MDT

PRODUCT

- Documentation as necessary, support of transportation grant programs, transportation system modeling, updated Traffic Count Program, and research and integration of traffic information into planning projects and development review activities.
- Current traffic count data. Traffic counts are vital for any long-range planning efforts and during development of commercial and residential projects. Traffic counts also directly relate to the development of projects in the LRTP and ultimately for programming in the TIP.
- Current bike/pedestrian counts. MPO uses these counts for the development of the non-motorized network. This information is used for the development of the Bikeway and Trails Master Plan (being updated as the Billings Area Pedestrian and Bicycle Master Plan) as well as for applications for various grants.
- To comply with Federal Guidelines for reporting Performance Measures under the BUILD Grant, the MPO will contract to develop the following performance measure components: Crash rates by type and severity, average daily traffic, and bike and pedestrian count/trips. This information is required at various time frames including a baseline, year 1, year 2, and final report in year 3.
- The City of Billings is developing a Transportation Master Plan to evaluate the existing road network and various transportation elements. The Metropolitan Planning Organization (MPO) proposes using PL funding for travel demand modeling to analyze proposed roadway improvements or scenario planning. This modeling will help assess how the proposed roadways would function and their overall impact on the transportation network. The MPO has previously contracted with Kittelson & Associates for modeling assistance with transportation planning projects as needed.
-

FUNDING SCHEDULE - TRANSPORTATION SYSTEM DATA

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$175,000	\$0	\$175,000**
TOTAL	\$175,000	\$0	\$175,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$190,000	\$0	\$190,000**
TOTAL	\$190,000	\$0	\$190,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%. **This Includes - \$12,500 for Traffic Counters, \$500 for a Traffic Tech tablet, \$75,000 for Maintenance of the Billings MPO Travel Demand Model.

301 TRANSPORTATION PLAN

OBJECTIVE

- Implement the Goals and Objectives in the Billings Long Range Transportation Plan.
- Develop (where necessary) and maintain data for the urban area in order to effectively monitor and evaluate the validity of the Transportation Plan.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Staff implemented the 2023 Long Range Transportation Plan. Elements in the Plan include Goals and Objectives, a Transit section, an analysis of the railroad interface with the community, and a review of current projects listed in the Plan.

Staff has actively been participating in the update to the Billings West End Plan. This plan, completed in 2013, created a land use plan for a rapidly growing area. With the grant funds, plus PL funds for a transportation element, this plan can be updated to look at today's current land use and the community desire for this continuing growing area of the MPO. In addition to the West Billings Plan, the Planning Division is also updating the Heights Neighborhood Plan that also contains a separate PL funded transportation element. Also, with the changes in the land use section of the Montana Code during this last Legislative session, the Billings City Council allocated funding to update the 2016 Billings Growth Policy. Finally, with the construction of Skyway Drive (Inner Belt Loop), the Division will be undertaking a joint project with the City of Billings Public Works Department on a land use plan that will identify infrastructure/utility needs and desired land use development.

Staff will continue to move forward to finalize the update to the 2017 Billings Area Bikeway and Trail Master Plan. This will include working with MDT, City and County Public Works and other organizations with the continued development of the non-motorized transportation system.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- During the FHWA/MDT audit of the Billings MPO, FHWA provided constructive recommendations on the project list in the 2023 LRTP, highlighting several inaccuracies and noting that the list was confusing to review. The MPO proposes using PL funds to audit and redesign the project list to ensure accurate funding sources and listings. Additionally, the MPO needs to update its urban planning boundary to comply with the 2020 Census review of the urbanized area. These updates will be incorporated into a modification of the 2023 LRTP to address these needs.
- Update the Trail Mobile Application. The trail mobile application was created in 2019 to make it easier for residents and visitors to utilize the bikeway and trail system with an easy to use mobile app. 5 years later, the app needs to be updated to ensure compatibility with newer mobile devices and to update some of the user interface.
- Continue and complete the update to the Billings Heights Neighborhood Plan. The plan has a significant MPO lead transportation element this will include accident and volume data as well as neighborhood mobility, safety and equity in the transportation system. In addition to this neighborhood plan, Planning staff will be leading an effort to complete a City Council funded land use plan for the area of the Inner Belt Loop. This connection has been constructed through a Federal BUILD grant. This land use plan will build off the 2020 Inner Belt Loop Corridor Study completed by the MPO.
- Projects will continue to be reviewed for future implementation in the City's CIP and the MPO's TIP.

STAFFING

13 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Implementation of transportation projects identified in the Billings Area Bikeway and Trails Master Plan, the Transportation Improvements Program, Transportation Plan and the Capital Improvements Program.

FUNDING SCHEDULE - TRANSPORTATION PLAN

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$400,000	\$0	\$400,000**
TOTAL	\$400,000	\$0	\$400,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$150,000	\$0	\$150,000**
TOTAL	\$150,000	\$0	\$150,000**

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**Approximately \$50,000 for LRTP Project Audit/Plan Modification, \$20,000 Update to the Mobile Trail Application, \$37,500 to complete the Heights Neighborhood Plan.

OBJECTIVE

- To update and develop site-specific plans and transportation studies where appropriate.

ACCOMPLISHMENTS - FISCAL YEAR 2024

- Completed and adopted Phase II of the Safe Routes to School Plan. This study includes Billings Middle, County Urban Elementary, and Private Schools interested in participating in the development of a Safe Routes to School Plan.
- The continuation of the update to the 2017 Bikeway and Trails Master Plan.
- Hired a transportation intern to assist with transportation planning project. This intern has been continuously assisting the staff in public outreach, GIS tasks, social media posts on transportation safety, and other items.

PROPOSED ACTIVITIES - FISCAL YEAR 2025 AMENDED

The PL Eligible Activities have been revised to align with current local community goals and priorities. As part of this amendment, the Bike/Scooter Share RFP has been removed, as it is not currently a local priority. Instead, the MPO proposes reallocating the project's funding to support the Complete Streets Progress Report update. This adjustment will enable MPO staff to conduct a limited economic impact analysis and develop a framework for assessing the Return on Investment of future projects.

PL Eligible Activities

- 21st Street Underpass Study, this study was slated to be completed in the 2024 UPWP, but due to circumstances, this study has been moved and budget enhanced to this UPWP. The purpose of the study is to review the current facility and identify strategies and improvements for safety, multi-modal, and roadway improvements. This underpass is currently only one of two access points to circumvent the railroad during train use. Improvements to this vital connection are key to public safety and would allow use for all users, motorized and non-motorized. This project will require significant input and cooperation with Montana Rail-Link and BNSF Railroad. The MPO is proposing to draft and release the RFP for this project in the 1st quarter of FY2025 and select the consultant.

We anticipate that in the 2nd quarter of FY2025, we will work with the consultant and steering committee to develop the desired elements of the study. Finally, the 3rd quarter of FY2025 would include issuing the draft for public comments, finalizing the study, incorporate comments received and begin the local transportation planning review process with final action and approval by the Policy Coordinating Committee.

- The MPO develop an update to the Complete Streets Progress Report. This report is updated every three years, and tracks progress of the City of Billings' Complete Streets policy. The progress report tracks performance measures and shares information about different efforts happening in the community. The MPO anticipates convening the stakeholder group for the Complete Streets Progress report in the 1st quarter of FY2025. Given the small amount for the consultant contract, the MPO can negotiate directly with the consultant in Q1. During the 2nd quarter, the MPO, along with stakeholders, will draft the plan. During Q3, the MPO anticipates wrapping up the report and presenting it to the City Council.

The Complete Streets progress report will be completed mainly in-house with a small consultant contract. The consultant will conduct an economic analysis of the complete streets policy. This analysis will focus on

assessing the relationship between infrastructure investment and economic benefits by examining both the cost of construction of Complete Streets improvements and the potential economic and community. Key considerations will include how these projects impact business activity, property values, and multimodal accessibility, providing a data-driven foundation for future decision-making.

This limited economic analysis will offer insights into the financial implications of Complete Streets investments, helping guide discussions on future infrastructure planning and funding strategies. The intent is to consult out for the project with a goal of completing the limited economic analysis as well as providing MPO staff with the internal ability to complete this type of analysis in the future.

By conducting this limited economic analysis, the Billings MPO is ensuring that long-range transportation planning is strategic, data-driven, and aligned with community needs. The results will inform investment decisions, shape policy development, and optimize resource allocation to build a more efficient, sustainable, and economically viable transportation network.

To complete this project, the MPO has shifted the original \$20,000 for the Bike/Scooter Share project and an additional \$3,000 from Element 700, Un-Programmed funds. With the original \$20,000 for the Complete Streets Progress Report update, this allocates a total of \$45,000 for the economic analysis.

- The Transportation Planning Intern is scheduled to assist in a variety of transportation activities including Safe Routes to School activities, Kids in Motion activities, Commuter Challenge, and other transportation activities identified by MPO staff.

Locally Funded Activities

- Staff will be involved in the coordination through completion of all planning studies undertaken. This includes contract negotiations, coordination of citizen advisory groups, public meetings, overseeing contract deliverables and project wrap-up.

STAFFING

8.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- Completed Urban Area-wide transportation studies for the 21st Street Underpass, update the Complete Streets Progress Report that includes an economic and return on investment assessment.

FUNDING SCHEDULE – PLANNING STUDIES

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$216,000	\$144,000	\$360,000**
TOTAL	\$216,000	\$144,000	\$360,000**

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	60	40	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$123,000.00	\$82,000.00	\$205,000.00
TOTAL	\$123,000.00	\$82,000.00	\$205,000.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.

** 21st Street Underpass \$150,000; Complete Streets Progress Report Update \$45,000; Transportation Planning Intern \$10,000.

500 TRANSPORTATION IMPROVEMENT PROGRAM

500 TRANSPORTATION IMPROVEMENT PROGRAM

OBJECTIVE

- To maintain a viable five-year program of transportation improvements for the Billings Urban Area.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The MPO completed four TIP amendments in FY24. These updates included updating projects, project costs and project timing. The last amendment was approved on April 28, 2024. Since that last amendment, the MPO developed a new TIP for 2024-2028.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- The Transportation Improvement Program (TIP) will be evaluated and updated as needed. A certification statement will be included, as appropriate, to conform to the planning regulations. Based on the Transportation Plan, projects will be evaluated and ranked in accordance with the Priority Ranking Procedures, and in accordance with consistency/conformity procedures. Necessary data will be gathered from primary and secondary sources by the planning staff based upon the Memorandum of Understanding with the City of Billings Public Works Department, establishing areas of data responsibility. Conformity determinations will be prepared as necessary to ensure conformity with the Clean Air Act.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

- A current transportation improvement program which reflects conformity with FHWA, the Clean Air Act, and local priorities.

FUNDING SCHEDULE - TRANSPORTATION IMPROVEMENT PROGRAM

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$30,000	\$0	\$30,000
TOTAL	\$30,000	\$0	\$30,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$30,000	\$0	\$30,000
TOTAL	\$30,000	\$0	\$30,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

600 SPECIAL PROJECTS

600 ENVIRONMENTAL CONSIDERATIONS

OBJECTIVE

- Maintain current records of monitored air pollution levels and obtain other environmental data as necessary within the Metropolitan Planning Area.
- Review proposed development and transportation system improvements with respect to environmental considerations within the MPO influence area.

ACCOMPLISHMENTS - FISCAL YEAR 2024

The MPO was notified that in July of 2021 the Billings Urban Area was removed from the Air Quality's "Not Classified" list. The MPO is now designated as an Attainment Area and will move the update of the LRTP from 4-years to 5-years.

The MPO collaborated with MDT on the development MDT Statewide Carbon Reduction Strategy Plan.

Air quality monitoring information was obtained from the County Air Pollution Control Board. Air quality mapping for the State Air Quality Bureau was revised. The Congestion Mitigation Air Quality (CMAQ) program was implemented. Staff continues to monitor carbon monoxide (CO) information in the Urbanized Area.

The Socio-Economic and Environmental (SEE) effects guidelines were used to review proposed developments and transportation system improvements.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- Continue to collaborate with MDT on the Carbon Reduction Plan.
- The planning staff will continue to utilize the SEE effects guidelines to evaluate all major development proposals in terms of transportation systems. This would include the CMAQ program.
- Work will continue to maintain the Billings air quality designation.
- Staff will continue to review the MOVES Program and others like it and their relationship to the MPO.

STAFFING

2.5 Staff Months – City/County Planning

FUNCTIONAL AGENCY RESPONSIBILITY

City/County Planning

PRODUCT

Current environmental data as well as a comprehensive planning and transportation planning process that will substantially addresses the socio-economic and environmental consequences associated with growth and development.

FUNDING SCHEDULE - ENVIRONMENTAL CONSIDERATIONS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$36,000	\$0	\$36,000
TOTAL	\$36,000	\$0	\$36,000

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	0	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL*	LOCAL	TOTAL
MPO	\$36,000	\$0	\$36,000
TOTAL	\$36,000	\$0	\$36,000

*The matching ratio is Federal PL--86.58% and State match-13.42%.

700 OTHER ACTIVITIES

700 UN-PROGRAMMED FUNDS

OBJECTIVE

- To provide for the accounting of available un-programmed funds in the current UPWP.

ACCOMPLISHMENTS - FISCAL YEAR 2024

N/A

PROPOSED ACTIVITIES - FISCAL YEAR 2025

PL Eligible Activities

- This work element will be utilized for accounting purposes only. No specific work activity will be charged to this work element.

STAFFING

N/A

FUNCTIONAL AGENCY RESPONSIBILITY

N/A

PRODUCT

N/A

FUNDING SCHEDULE - CONTINGENCY

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$9,390	\$4,400	\$13,790
TOTAL	\$9,390	\$4,400	\$13,790

DISBURSEMENT PERCENTAGE

AGENCY	PL	LOCAL	TOTAL
MPO	100	100	100

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE

AGENCY	PL	LOCAL	TOTAL
MPO	\$2,834.00	\$120,350.00	\$123,184.00
TOTAL	\$2,834.00	\$120,350.00	\$123,184.00

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SECTION II -- FUNDING

**TABLE I
FUNDING SUMMARY
FEDERAL FISCAL YEAR 2025**

WORK ELEMENT	FUNDING SOURCES FY 2025		
	PL*	LOCAL	EST. COST
100 Administration	\$295,900	\$242,100	\$538,000
101 Service	\$32,500	\$32,500	\$65,000
102 Citizen Involvement	\$51,000	\$51,000	\$102,000
200 Community Planning	\$104,400	\$243,600	\$348,000
204 Zoning	\$42,000	\$168,000	\$210,000
205 Subdivision	\$63,900	\$149,100	\$213,000
300 Transportation System	\$190,000	\$0	\$ 190,000.00
301 Transportation Plan	\$150,000	\$0	\$ 150,000.00
302 Planning Studies	\$123,000	\$82,000	\$205,000
500 T.I.P.	\$30,000	\$0	\$ 30,000.00
600 Environmental	\$36,000	\$0	\$ 36,000.00
700 Un-Programmed Funds	\$2,834	\$118,350	\$121,184
	\$1,121,534	\$ 1,086,650.00	\$2,208,184

*The matching ratio is Federal PL--86.58% and State match-13.42%.

**TABLE II
FUNDING COMPARISONS**

WORK ELEMENT	FY 2025 ESTIMATED COST	FY 2024 ESTIMATED COST
100 Administration	\$ 538,000.00	\$510,000
101 Service	\$ 65,000.00	64,000
102 Citizen Involvement	\$ 102,000.00	100,000
200 Community Planning	\$ 348,000.00	350,000
204 Zoning	\$ 210,000.00	212,000
205 Subdivision	\$ 213,000.00	215,000
300 Transportation System	\$ 190,000.00	175,000
301 Transportation Plan	\$ 150,000.00	400,000
302 Planning Studies	\$ 205,000.00	360,000
500 T.I.P.	\$ 30,000.00	37,000
600 Environmental	\$ 36,000.00	36,000
700 Un-Programmed Funds	\$ 121,184.00	13,790
TOTAL	\$ 2,208,184.00	\$2,472,790

TABLE III
FUNDING PERCENTAGES FEDERAL FISCAL YEAR 2025

WORK ELEMENT	RECIPIENT	PL	LOCAL	TOTAL
100 Administration	MPO	55	45	100
101 Service	MPO	50	50	100
102 Citizen Inv.	MPO	50	50	100
200 Community Planning	MPO	30	70	100
204 Zoning Administration	MPO	20	80	100
205 Subdivision Admin.	MPO	30	70	100
300 Trans. System Data	MPO	100		100
301 Transportation Plan	MPO	100		100
302 Planning Studies	MPO	60	40	100
500 T.I.P.	MPO	100		100
600 Environmental	MPO	100		100
700 Un-Programmed Funds	MPO	100		100

TABLE IV
STAFF MONTHS BY WORK ELEMENT FISCAL YEAR 2025

Work Element	Director-Friday	MPO Coord.-Mattox-Planner II	Planner I-Husman	Planning Manager-Vickers	Planner II (Trans)-Vac	Clerk-Berns	Planner II-Green	Planner I-Johnson	Planner I-Kelly	Zoning Coord.Planner II-Cromwell	Planner I (Trans)-Monat	Planner II (LRP)-Vac	Total M.M.
100	7	1.5	2.5	5.5	0.5	1.5	0.5	0.5	2	1	1.5	0.5	24.5
101	0.5	0	1	0	0	0	0.5	0.5	0	1	0	0.5	4
102	0.5	0	0.5	0.5	0.5	0.5	1	0.5	0	0	0	2	6
200	1.5	0	5	2	1	2	1	5	3	1	2.5	5	29
204	0	0	0.5	0.5	0	0.5	0.5	2	3	6	0	0.5	13.5
205	0	0	0.5	1	0	0.5	7.5	0	3	2	0	0.5	15
300	0	2.5	0.5	0.5	5	2	0	0	0	0	3	0	13.5
301	0.5	4	0	0.5	2	2	0	0	0	0	2	2	13
302	0.5	1	0	0.5	1	1	0	2.5	0	0	2	0	8.5
500	0.5	1	0	0	0.5	0.5	0	0	0	0	0	0	2.5
600	0	1	0.5	0	0.5	0.5	0	0	0	0	0	0	2.5
Total	11	11	11	11	11	11	11	11	11	11	11	11	132

*This table indicates approximately how many man months individual staff members work in each work element.

WORK ELEMENT	CITY TRAF. TECHNICIAN
300	11
TOTAL	11

TABLE V
ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS
PLANNING ACTIVITY BY WORK ELEMENT FISCAL YEAR 2025

WORK ELEMENT	FY 2025 ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS PLANNING ACTIVITY ESTIMATED COST	FY 2024 ELIGIBLE SAFE AND ACCESSIBLE TRANSPORTATION OPTIONS PLANNING ACTIVITY ESTIMATED COST
301 Transportation Plan	\$10,000	\$11,100
302 Planning Studies	\$10,492	\$25,900
TOTAL	\$20,492	\$37,000

The 2.5% PL Funding set-aside for Alternative Modes Planning activities have a match ratio of 86.58% Federal Share/13.42% State Share and are eligible for 100% Federal Share in FFY2024 and FFY2025.

SECTION III

INDIRECT COST PLAN

INTRODUCTION

The Office of Management and Budget Circular 2 CFR Part 200 is used as governing criteria for establishing the allowed costs.

IDENTIFICATION OF COSTS

The costs are delineated below by type:

DIRECT	INDIRECT	BENEFITS
Salaries & Wages	Maintenance	FICA
Legal Notices	Reproduction	PERS
Travel	Supplies	Workmen's Compensation
Printing	Postage	Accident Insurance
Training	Subscriptions	Health Insurance
Consultants	Telephone	Sick Leave
Equipment	Utilities	Vacation
Mileage	Rent	Holidays
Moving/Interview	Audit	Maternity
	Messenger	Military
		Life Insurance
		Dental Insurance

ALLOCATION OF COSTS

Direct costs will be charged to the work program line item to which they apply.

An indirect cost rate of **9%** of the City and County's direct salaries and wages is proposed. The **9%** rate will be applied to the direct wages and salaries of each line item within the work program to cover all indirect expenses.

Benefits will be calculated at a rate of **55%** of the City and County's direct salaries and wages charged to each line item.

FUNDING SOURCES

The degree of participation by each funding agency is based on the prorations which have been determined for each line item. Each agency will be billed their share of the total charges made against each line item according to the approved prorations.

Funding sources and amounts contained in the UPWP are as follows:

Planning Dept. Fees (City of Billings)	\$274,000
Planning Dept. Fees (Yellowstone Co.)	\$170,000
Yellowstone County (Mill)	\$642,650
PL*	\$1,121,534
TOTAL	\$2,208,184

*The matching ratio is Federal PL--86.58% and State match-13.42%.

SUMMARY

The indirect cost rate is a predetermined fixed rate which is not subject to adjustment. The base period used in determining the rate is the period from July 1, 2023, through June 30, 2024. The calculated rate is applicable to the grant period, which is October 1, 2024, through September 30, 2025.

CHAPTER II

CITY OF BILLINGS TRANSIT DIVISION

SECTION I UNIFIED PLANNING WORK PROGRAM ELEMENTS

44.21.00 PROGRAM SUPPORT ADMINISTRATION

44.21.01 ADMINISTRATION

OBJECTIVE

- To provide program support, general administration, and grant administration
- To provide training in support of transit planning activities.

ACCOMPLISHMENTS - FISCAL YEAR 2024

Conformance with federal, state, and local administrative and regulatory requirements for maintenance of transit planning and development, as well as execution of developed plans.

Staff remained informed of Federal and State requirements concerning all federal funding sources including, but not limited to, sections 5303, 5307, 5310, and 5339. Staff managed and revised grants in response to additional allocations from state and federal sources.

Staff prepared and submitted quarterly progress and expenditure reports to MDT to maintain federal and state funding support.

Staff attended training opportunities to enhance knowledge and skills, including the Spring Montana Transit Association conference focused on transit safety planning and procurement compliance, American Public Transportation Mobility Conference with emphasis on changing mobility trends and zero emission vehicle strategies, FTA Financial Management Oversight and Procurement Training, and other education opportunities and webinars on various safety and federal requirements.

Staff maintained and updated the Transit Asset Management (TAM) Plan with upcoming and in-process capital projects, as well as fleet and facility metrics to ensure accurate capital and asset planning.

Updated the Public Transit Agency Safety Plan for MET Transit for the required annual review; this included additional training program development for operator and dispatch staff including a newly acquired Bus Operator Training Simulator awarded with FY22 5339c competitive funding.

Staff managed FTA Section 5303 grant activities and prepared the transit aspect of Unified Planning Work Program.

Staff prepared the DBE Program semi-annual reports and completed webinar training on updated DBE Program Plan updates from the Federal level, to ensure continued attempts to meet DBE Program goals while planning capital purchases.

Staff participated in the two-day MPO Review with FHWA, FTA, and MDT staff members, discussing and evaluating current MPO and Transit policies and procedures.

PROPOSED ACTIVITIES - FISCAL YEAR 2025

All administrative functions necessary in support of transit planning and development will be performed under this work element. Activities will include:

- Continue to assess data-keeping and gathering practices with focus on further technology utilization and process improvement in response to findings in the FTA Triennial Review completed in FY2023.
- Update the 2012 DBE Program Plan based on newly required Federal updates.
- Quarterly progress and expenditure reports will be prepared and transmitted to the Montana Department of Transportation, Urban Planning Division to maintain funding requirements.
- The FY2025 UPWP will be monitored and revised as necessary.
- The FY2026 UPWP for transit activities will also be developed within this element.
- Staff will execute grant administrative functions; staff will continue research and development regarding the utilization of FTA funding, including furthering innovative funding practices and partnerships.
- Maintenance of coordination agreements with 5310 providers and, as the lead agency, updates to the Billings Area Human Services Transportation Coordination Plan.
- Research feasibility and make recommendations for capital grants in the 5339 Bus and Bus Facilities programs and other funding opportunities utilizing the TAM plan as well as the City Equipment Replacement plan.
- Extensive division policy development including procedures, regulations, codes, and practices to ensure compliance with federal, state, and local requirements as they relate to the transit planning process.
- Participate with the TAC, Transportation Coordination Plan Committee, citizen advisory boards and other committees throughout the community as needed.
- Staff will continue updating and maintaining the FTA mandated Transit Asset Management Plan.
- Staff will continue to update and implement the required Public Transit Agency Safety Plan, including annual updates, as well as further research and development of best practices.
- Assist in development of improved transit integrations in the local area Emergency plan, including regular participation in committee meetings

STAFFING

115.00	Transit Manager Staff Hours
240.00	Transit Planner Staff Hours
30.00	Administrative Support Staff Hours
80.00	Transit Operations Coordinator
60.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours

535.00 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Updated DBE Program Plan
- An ongoing administrative program to carry out the transit elements identified within this UPWP.
- Administrative oversight and execution of transit planning and development functions including federally required plans.
- Enhancement of transit division skills and knowledge.
- Proper maintenance and administration of grant related activities.

FUNDING SCHEDULE - ADMINISTRATION

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$6,953	\$27,814	\$34,767
TOTAL	\$6,953	\$27,814	\$34,767

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$ 9,538	\$38,152	\$47,690
TOTAL	\$ 9,538	\$38,152	\$47,690

44.24.00 SHORT RANGE TRANSPORTATION PLANNING

44.24.01 FUTURE SERVICE ANALYSIS AND ENHANCEMENTS

OBJECTIVE

To facilitate considerations of means to ensure citizens will have acceptable and improved public transportation alternatives in the future.

ACCOMPLISHMENTS FISCAL YEAR 2024

Members of the transit division updated projections of future revenues and expenses and directed annual budget and financial resources analysis, including multi-year forecasts.

Staff arranged for and ensured execution of on-going data gathering and analysis efforts to monitor current system effectiveness and efficiency. This assisted in identification of operating and capital needs required to ensure a reliable and effective system into the future.

Staff successfully implemented fixed-route service overhaul and extended service hours developed through the previously completed Transit Development Plan on October 02, 2024, including over 450 designated bus stops.

Staff implemented a new automated vehicle location system (AVL) with automatic passenger counters (APCs) and received FTA certification for passenger counting data to be used for NTD reporting as well as approval of the associated Benchmarking Plan.

Staff continued assessment of alternative service models for the transit system in anticipation of changing ridership demands.

Staff tracked and compiled on-going ridership metrics by route and mode to support planning practices, and updated cost of service rates with new routes and budget figures.

Staff provided information and comments related to transit at meetings geared toward development, annexation, and traffic projects. Staff also received and responded to system inquiries, concerns, complaints, and suggestions.

Staff continued evaluating approximately 450 designated bus stop locations for placement, bus stop amenities, and ADA requirements based on the newly completed Bus Stop Master Plan.

Transit members attended and participated in a diverse range of transit-related and general community meetings including the Billings Technical Advisory Committee (TAC), the Policy Coordinating Committee (PCC), City of Billings Transportation Team meetings, Healthy By Design Coalition meetings, City of Billings Annexation Committees, Bike and Pedestrian and West End Plan Steering Committees, Yellowstone County Health Improvement Planning

Meeting, Aging Friendly Community meetings, Safe Routes to Schools, Local Emergency Planning Committee, and various project specific coordinating committees for transportation related projects. As the lead agency on the Coordinated Human Services Transportation Plan Committee, staff also provided guidance and updates to the plan.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of future transit planning and development will be performed under this work element, including continuation of activities undertaken in FY2024. These activities necessitate the ongoing cloud-based software costs and run-cutting module, for route development and planning, which is split between this element and current service enhancements. Activities are as follows:

- Continue investigating feasibility of expanding service beyond existing city limits and engage county stakeholders in discussion regarding potential for service to outlying areas.
- In support of potential to expand service, staff intends to complete a Transit Governance and Sustainability Study to evaluate current funding levels, potential changes to Governance in support of expanded funding and transit opportunities, and model sustainability for each option; this activity will be completed using an outside consulting group and has been carried forward from 2024.
- Assess feasibility of adding additional transfer locations, specifically in growing areas of the City including the Heights and near the West End Reservoir locations.
- Assess feasibility of a rapid transit line to directly connect Heights, Downtown, and West End to decrease passenger travel time.
- Continue to analyze and evaluate current City and other area government practices for right of way requirements regarding future bus stop locations.
- Assessing ongoing and future capital and operating requirements based upon projected demand and growth. Continue to assess financial and infrastructure requirements of transitioning eligible fleet vehicles to electric or alternative fuel sources. Assess feasibility of adding additional green technology to facility locations.
- Continue research on feasibility of, and make recommendations for, additional technology conveniences for passengers including amenities at transfer centers.
- Continuation of planning efforts regarding public and stakeholder involvement and input opportunities, including recruiting involvement from key partners.
- Facilitation of public meetings to support system improvements as well as specialized services for seniors and disabled.
- Perform additional analysis of fare structure including comparisons to similar systems and populations to ensure equitable and sustainable fare generation.
- Analyze, develop, and recommend opportunities for MPO and Transit collaboration on projects eligible for multiple funding sources, including flex funding, to support integration of transit and overall surface transportation structure.

STAFFING

150.00	Transit Manager Staff Hours
170.00	Transit Planner Staff Hours
20.00	Administrative Support Staff Hours
60.00	Transit Operations Coordinator
85.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours

495.00 Total Staff Hours

PRODUCT

- Identification of and plans for efficient and effective transit service into the future.
- Financial and capital analyses for future transit enhancements.
- Identification and assistance in implementation of future system modifications.

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

FUNDING SCHEDULE – FUTURE SERVICE EVALUATION AND ANALYSIS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$47,863	\$191,452	\$239,315
TOTAL	\$47,863	\$191,452	\$239,315

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$43,400	\$173,599	\$216,999
TOTAL	\$43,400	\$173,599	\$216,999

**The 2025 amounts figure above includes \$150,000 total for programmed studies, \$20,500 for planning software, and \$46,499 budgeted for staff hours.

44.24.02 CURRENT SERVICE ENHANCEMENT

OBJECTIVE

To improve service, ridership, and effectiveness of the existing transit system.

ACCOMPLISHMENTS FISCAL YEAR 2024

Staff continued implementation of expanded marketing programs, including outreach to various community groups, education institutions, and public events.

Continued to develop the internal advertising program, including procurement of spare bench inventory and additional amenity opportunities to support transit operations, as well as opportunities for capital support.

Continued to leverage data gained from the electronic fare system to make recommendations to admin regarding metric tracking and budget structure.

Staff implemented an updated AVL system that integrates with Google Maps and provides a substantial improvement in ability to report ridership and NTD data and analytics. As now required by FTA, MET has a published GTFS feed.

Updated agency website to increase ease of use as well as improve overall communication to the public. Continued to develop and implement an improved social media presence for public engagement, including campaigns about the new AVL system, designated bus stops, hiring events, and new route system.

Received approval and certification for third-party CDL testing site at MET Transit to expedite the hiring and testing process.

Staff reviewed ridership data in analysis of system functioning and passenger miles travelled metrics; members also provided monthly ridership analysis (including ADA lift use and bike rack use), assessed ridership trends, and prepared other information on system functioning as requested.

Staff prepared National Transit Database reports for monthly submission of ridership, safety, and operational data, as well as annual reporting requirements.

Staff members regularly participated in group meetings and committee meetings (both in person and virtual) to solicit partner and public feedback on current system usage, demands, successes and shortfalls.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of planning and development of enhancements to the current systems will be performed under this work element, including continuation of activities undertaken in FY2024. These activities necessitate the ongoing cloud-based software costs and run cutting module, for route development and planning, which is split between this element and future service enhancements. Activities are as follows:

- Continue to develop and implement criteria for stop amenities and other required items and make changes to stop amenities as needed; make recommendations on funding priorities to support bus stops with high usage and infrastructure needs.
- Continue development and implementation of education and outreach strategies to guide market research, promote public awareness, and engagement to increase ridership.
- Develop and implement further education and outreach programs to increase partnerships and other forms of participation.
- Investigate, analyze, and recommend methods for bringing existing technology solutions into a single portal to streamline customer engagement with and use of the transit system; make recommendations on implementation of an integrated app with existing technology providers.
- Develop modified fixed-route service including routes and schedules in the Downtown core due to the City's planned conversion of 1-way streets to 2-way streets.
- Procurement and implementation of further technology enhancements to the existing technology solutions system to gather data, improve efficiency, provide further customer conveniences, and enhance safety.
- Collect and analyze ridership data from automatic passenger counters hardware and software.
- Develop FY2025 APC Benchmarking Plan update, due to mandatory sampling year.
- Continue to sample manual ridership on all bus routes to ensure data reporting is correct and consistent.
- Develop further marketing strategies including opportunities for increased revenue generation through amenity expansion and innovative concession programs. Include analysis of potential concession for retail space and other revenue generators at the Downtown Transfer Center.
- Assessment of current personnel usage for areas of improvement in utilization of resources and effectiveness; evaluate effectiveness of current staffing levels.
- Maintain monthly ridership figures and summary figures for effective decision-making and complete related National Transit Database reports.
- Solicit and record public reaction to any modified routes, schedules, education efforts, and technology enhancements.
- Assessment of current budgetary impact of recommended improvements.

STAFFING

200.00	Transit Manager Staff Hours
350.00	Transit Planner Staff Hours
32.62	Administrative Support Staff Hours
100.00	Transit Operations Coordinator
100.00	Marketing and Outreach Coordinator Staff Hours
20.00	Aviation/Transit Director Staff Hours

802.62 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- FY2025 APC Benchmarking Plan Update.
- Information relating to potential enhancements to existing service and system.
- Recommendations for immediate improvements.
- Modified routing for fixed-route services in Downtown core due to street conversion.
- Information and recommendations on passenger education and outreach.
- Analysis of current system functions.
- Budget alternatives.

FUNDING SCHEDULE – CURRENT SERVICE ENHANCEMENTS

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$13,843	\$55,370	\$69,213
TOTAL	\$13,843	\$55,370	\$69,213

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$18,817	\$75,268	\$94,085
TOTAL	\$18,817	\$75,268	\$94,085

44.25.00 Transportation Improvement Program (TIP)

01 T.I.P

OBJECTIVE

To maintain a viable five-year program of transit improvements for the Billings Urbanized Area.

ACCOMPLISHMENTS FISCAL YEAR 2024

Developed Transit specific data for a TIP/STIP update for the new five-year document, including programming for selected capital programs. Updated projects were also added to the Division's Transit Asset Management Plan (TAM), Capital Improvement Plan (CIP), and Equipment Replacement Plan (ERP).

Monitored projects for inclusion in the TIP and STIP. The Statewide Transportation Improvement Program (STIP) process was also addressed and monitored.

Attended and participated in MPO meetings.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of transit related project inclusion in the Transportation Improvement Program will be performed under this work element. Activities are as follows:

- Division members will develop and compile information on operating and capital projects for which MET Transit plans to utilize grant assistance for inclusion in the TIP; this includes utilizing and updating the Division's TAM, CIP, ERP, and other plans as required.
- All applicable projects will be provided to the MPO for inclusion in the program.
- Staff will monitor inclusion in the TIP and STIP to ensure ability to obtain federal Sections 5307, 5310 & 5339 and other applicable grants are not affected.

STAFFING

35.00 Transit Manager Staff Hours
24.00 Transit Planner Staff Hours
4.00 Administrative Support Staff Hours
5.00 Aviation/Transit Director Staff Hours

68.00 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit will provide transit-related information to the City/County Planning Department for the MPO's inclusion in the TIP document.

PRODUCT

- Monitoring of plans including Transit Asset Management, the Capital Improvement Program, and components of the Equipment Replacement Plan for related projects.
- Annual inclusion of projects in TIP as necessary per FTA regulations.
- Amendments to TIP as necessary to include new projects.

FUNDING SCHEDULE – T.I.P.

FUNDS PROGRAMMED - FISCAL YEAR 2024

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$1,298	\$5,191	\$6,489
TOTAL	\$1,298	\$5,191	\$6,489

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$1,526	\$6,103	\$7,629
TOTAL	\$1,526	\$6,103	\$7,629

44.26.12 Coordination of Non-Emergency Human Service Transportation

01 COORDINATION OF NON-EMERGENCY HUMAN SERVICE TRANSPORTATION

OBJECTIVE

To ensure optimal use of City of Billings funds in meeting the transportation needs of seniors and individuals with disabilities in both demand response and fixed route transportation in accordance with Federal Regulations.

ACCOMPLISHMENTS FISCAL YEAR 2024

Staff continued to investigate methods to improve paratransit efficiency and cost-effectiveness.

Continued evaluating dispatch and customer service practices for potential modification in regard to dispatching software implementation, as well as other technology implementations.

Members also continued to assess the financial and operational functioning of paratransit services, including contractual agreements with area agencies including the Adult Resource Alliance and the State of Montana Developmental Disabilities Bureau. MET did not renew the State of Montana DD contract for FY2025, as subscription services were causing inconsistencies with federal requirements.

Staff monitored procedures and policies involving ADA accessible fixed-route service and other accessibility features/requirements and updated with relevant findings.

Assessed and updated paratransit vehicle specifications to support future vehicle purchases; continued implementation and further procurement development of smaller ADA equipped vehicles to enhance paratransit service efficiencies.

Staff familiarized passengers with fixed route system use as appropriate via MET's travel training program.

Staff continued to coordinate transportation services among 5310 transit providers, social service agencies and the public to provide an overall strategy to enhance transportation access, minimize duplication of services and facilitate the most appropriate cost-effective transportation possible within available resources. This also included outreach and engagement to improve and advance the coordination plan as well as to improve community relations.

Increased participation with community groups, including Big Sky Senior Services and Adult Resource Alliance to support Aging-Friendly community initiatives and assessment of available transportation options.

PROPOSED ACTIVITIES FISCAL YEAR 2025

Functions necessary in support of planning and development of transit related Americans with Disabilities projects, procedures, outreach, and other related activities will be performed under this work element. Activities are as follows:

- Research and submit initial Section 5310 Program Management Plan for grant funding to MDT and FTA for approval.
- Continue developing and refining improvements to current travel training options to the public using available technology and updated delivery methods; improve education and outreach surrounding these services.
- Staff will continue to evaluate each bus stop for ADA compliance and suggest improvements based on priority of needs and funding availability, as outlined in the Bus Stop Master Plan.
- Staff will continue to provide outreach and education for professionals, organizations, and other identified entities in the community, including participating on advisory groups in order to maintain positive relationships with individuals with disabilities and senior communities.
- Staff will continue to facilitate and encourage involvement in regular Billings Area Human Services Transportation Coordination Plan meetings with human service providers, social service agencies, transportation providers, and the public to coordinate efforts associated with transit capital and service planning.
- Continue to facilitate effective service provision and usage of lift-equipped fixed-route vehicles; assess and recommend capital and operational projects with the intent of supporting existing service, increased demand, and adding potential enhancements.
- Continue identification of means to address transit and paratransit needs, assessing both short- and long-term paratransit needs, the organizational and financial capabilities of addressing those needs.
- Continue community outreach to the public and organizations in support of improving access to transportation for seniors, individuals with disabilities, and low-income populations; continue participation on community committee meetings while exploring avenues for further outreach and engagement.
- Analyze and recommend improvements to current scheduling practices including more advanced use of available technologies to expand availability of services to seniors and low-income groups.
- Continue to assess, evaluate, and recommend improvements to the Paratransit Eligibility process to respond to increased demand for services to ensure all requirements regarding capacity and service are executed efficiently and equitably.

STAFFING

110.00	Transit Manager Staff Hours
125.00	Transit Planner Staff Hours
20.00	Administrative Support Staff Hours
120.00	Transit Operations Coordinator
80.00	Marketing and Outreach Coordinator Staff Hours
10.00	Aviation/Transit Director Staff Hours

465.00 Total Staff Hours

FUNCTIONAL AGENCY RESPONSIBILITY

City of Billings Transit Division – MET Transit

PRODUCT

- Section 5310 Program Management Plan
- Continued consensus with and support of City of Billings compliance with ADA regulations related to transit.
- Continued community consensus and support of City of Billings methods for addressing of specialized needs, including lift-equipped vehicles and other options for individuals with disabilities and seniors.
- Recommendations and proposals for enhancements to existing system and programs in support of ADA compliance and regulations aimed at increasing efficiency and effectiveness.
- Public involvement and feedback regarding potential system enhancements in support of transportation for seniors and individuals with disabilities.

FUNDING SCHEDULE – ADA SERVICE (COORDINATION OF NON-EMERGENCY HUMAN SERVICE TRANSPORTATION)

FUNDS PROGRAMMED - FISCAL YEAR 2024 (ADA SERVICE)

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$7,298	\$29,193	\$36,491
TOTAL	\$7,298	\$29,193	\$36,491

FUNDS PROGRAMMED - FISCAL YEAR 2025

FUNDING SOURCE			
AGENCY	LOCAL	FTA	TOTAL
MET	\$8,572	\$34,289	\$42,861
TOTAL	\$8,572	\$34,289	\$42,861

SECTION II FUNDING SUMMARY

FEDERAL FISCAL YEAR 2025

WORK ELEMENT	FUNDING SOURCES FY 2025			STAFF HOURS
	LOCAL	FTA	EST.COST	
44.21.01 Administration				
Staff Hours	\$9,538	\$38,152	\$47,690	535.00
44.24.01 Future Service				
Staff Hours	\$9,300	\$37,199	\$46,499	495.00
Studies	\$30,000	\$120,000	\$150,000	
Planning Software	\$4,100	\$16,400	\$20,500	
44.24.02 Current Service				
Staff Hours	\$14,717	\$58,868	\$73,585	802.62
Planning Software	\$4,100	\$16,400	\$20,500	
44.25.01 T.I.P.				
Staff Hours	\$1,526	\$6,103	\$7,629	68.00
44.26.12 Coordination of Non- Emergency Human Service Transportation				
Staff Hours	\$8,572	\$34,289	\$42,861	465.00
TOTAL	\$81,853	\$327,411	\$409,264	2,365.62

ALLOCATION OF COSTS

Expenditures identified include direct costs, benefits at the rate of 61% of direct salary or wages, and indirect costs at the rate of 9% of direct salary or wages.

Federal Transit Administration Section 5303 funding is available at an 80% reimbursement rate, meaning the local to FTA funding ratio for all categories is 20% local, 80% federal.

LIST OF ACRONYMS

ADA	American Disability Act
ACS	American Community Survey
ARP	American Rescue Plan
AVL	Automated Vehicle Locator
BSED	Big Sky Economic Development
BUILD	Better Utilizing Investments to Leverage Development
CAC	Citizen Advisory Committee
CARES	Coronavirus Aid, Relief, and Economic Security
CDL	Commercial Drivers License
CIP	Capital Improvement Plan
CMAQ	Congestion Mitigation Air Quality
CTSP	Community Transportation Safety Plan
EBURD	East Billings Urban Renewal District
ERP	Equipment Replacement Plan
FAST Act	Fixing America's Surface Transportation Act
FHWA	Federal Highway Administration
FTA	Federal Transit Administration
FY	Fiscal Year
GIS	Geographic Information System
GTFS	General Transit Feed Specification
HPMS	Highway Performance Monitoring System
IJA	Infrastructure Investment and Jobs Act
ITS	Intelligent Transportation Systems
L RTP	Long Range Transportation Plan
MDT	Montana Department of Transportation
MPO	Metropolitan Planning Organization
NTD	National Transit Database
PCC	Policy Coordinating Committee
PEP	Private Enterprise Participation
PL	Planning Funds
PTASP	Public Transit Agency Safety Plan
RAISE	Rebuilding American Infrastructure with Sustainability and Equity
SBBURD	South Billings Boulevard Urban Renewal District
TA	Transportation Alternative Program
TAC	Technical Advisory Committee
TAM	Transit Asset Management
TAZ	Traffic Analysis Zones
TDP	Transit Development Plan
TIP	Transportation Improvement Program
UPWP	Unified Planning Work Program
VMT	Vehicle Miles Traveled
YCBP	Yellowstone County Board of Planning

B.O.C.C. Regular

5. b.

Meeting Date: 04/29/2025

TITLE: Preliminary Plat Extension Request for Creekside Estates, 2nd Filing

PRESENTED Hunter Kelly

BY:

DEPARTMENT: Planning Department

TOPIC:

Creekside Estates Subdivision, 2nd Filing - Preliminary Plat Approval Deadline Extension

INTRODUCTION:

On April 15, 2025, IMEG CORP, on behalf of John Poukish, requested a preliminary plat extension for Creekside Estates, 2nd Filing. The subdivision received initial preliminary approval on May 17, 2022. IMEG is requesting an extension of one year of the preliminary plat to May 17, 2026 for the final plat. The extension is being requested to ensure that there is sufficient time for reviewing and addressing minor edits to the applicant's Final Plat application. The applicant submitted for final plat checkprint review on April 17, 2025.

ALTERNATIVES ANALYZED:

The Board of County Commissioners may approve or disapprove of the preliminary plat extension request of Creekside Estates, 2nd Filing. The Yellowstone County Subdivision Regulations state the following: "The approval or conditional approval shall be valid for not more than three (3) calendar years. At the end of this period, the governing body may, at the request of the subdivider, extend its approval for a mutually agreed-upon period of time. The governing body may issue more than one extension."

When considering a request for an extension of the preliminary plat approval period, the governing body may use the following criteria to evaluate the request:

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
 - The proposed subdivision will not be out of compliance with the current subdivision regulations, the most recent edition being adopted in 2024.
2. Progress to date in completing the subdivision as a whole and any phases;
 - Conditions of approval have been met and required improvements are constructed.
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
 - The subdivision was approved as a single phase.
4. Dependence of infrastructure development on the subdivision;
 - Infrastructure has been installed for the existing buildings under construction. The subdivision improvements consist mostly of water, sewer, and storm water management.
5. Duration of the requested extension;
 - The subdivider has requested an additional one year. The current three year approval period will end on May 17, 2025.
6. Demonstrated ability of the subdivider to complete the subdivision;
 - The requested subdivision improvements have already been completed. This extension is to ensure the approval period does not lapse before the final mylar is recorded.
7. Such other factors or criteria as deemed material in the discretion of the governing body.
 - There are no other factors or criteria that are material to this project

After the preliminary plat is approved, the governing body may not impose any additional conditions as a prerequisite to final plat approval, providing the approval is obtained within the original or extended approval period described above (76-3-610(2), MCA). Staff found no reason under the extension criteria to deny this extension of the final plat approval for Creekside Estates, 2nd Filing Preliminary Plat.

FINANCIAL IMPACT:

The extension request for this subdivision will have no financial impact on the Planning Division.

RECOMMENDATION

Staff recommends the Board of County Commissioners approve the preliminary plat extension request for Creekside Estates, 2nd Filing.

Attachments

Extension Request

Preliminary Plat Approval

Preliminary Plat

Draft Subdivision Improvement Agreement



April 15th, 2025

Yellowstone County Planning Department
2825 3rd Ave. N.
Billings, MT 59101

RE: Creekside Estates, 2nd Filing – Preliminary Plat Extension Request

To Whom It May Concern:

Our client is requesting an extension request from Yellowstone County for the Preliminary Plat approval of the Creekside Estates Subdivision – 2nd Filing. On May 17, 2022, the Yellowstone Board of County Commissioners voted to approve the Preliminary Plat for this subdivision. The Yellowstone County Subdivision Regulations state that Preliminary Plat approvals are valid for a period of three years (regulation 3.2.M). May 17th, 2025 will be 3 years from our Preliminary Plat Approval date. The purpose of this letter is to formally request a 1-year Preliminary Plat approval deadline extension.

Below is a list of the extension review criteria with our responses in **bold** to assist with your with of our extension request.

1. Changes to the subdivision regulations since the original approval and whether the subdivision as originally approved is essentially compliant with the new regulations;
The current subdivision regulations were adopted in 2019. This project was approved in 2022. We are not aware of any subdivision regulation changes that would impact this preliminary plat approval.
2. Progress to date in completing the subdivision as a whole and any phases;
All the conditions of approval have been addressed, and all project infrastructure has been installed. A Final Plat letter addressing all the project conditions of approval has been provided to your department by our office.
3. Phasing of the subdivision and the ability for the existing development to operate without the delayed development;
This subdivision was approved as a single phase.
4. Dependence of infrastructure development on the subdivision;
All the required infrastructure has been installed for this subdivision.
5. Duration of the requested extension;
The applicant is requesting a 1-year extension.
6. Demonstrated ability of the subdivider to complete the subdivision;
The subdivider has completed all the requirements of the Preliminary Plat approval letter. The extension is being requested to ensure that there is sufficient time for reviewing and addressing minor edits to the applicant's Final Plat application.
7. Such other factors or criteria as deemed material in the discretion of the governing body.

The applicant worked diligently throughout the 3-year Preliminary Plat approval deadline to address the project requirements. The approval period was almost enough time to address the requirements. This extension is requested to provide sufficient time for review of the Final Plat application materials.

If you have any questions, please reach out to me as soon as possible,
Paul.t.forsting@imegcorp.com.

Sincerely,
IMEG Consultants Corp.

A handwritten signature in blue ink, appearing to read "Paul", is written over a light blue rectangular background.

Paul Forsting, AICP

Encl. None



Yellowstone County



JEFF MARTIN

Clerk & Recorder
P.O. Box 35001
Billings, Montana 59107-5001

Phone (406) 256-2785
Fax (406) 256-2777
Email: jmartin@co.yellowstone.mt.gov

May 17, 2022

John Poukish
PO Box 2697
Avon, CO 81620

To Whom It May Concern:

Please be advised the Board of County Commissioners of Yellowstone County, Montana, at their regularly scheduled Board meeting on Tuesday May 17, 2022, voted to conditionally approve Creekside Estates Subdivision, 2nd Filing – Preliminary Major Plat with the following conditions:

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management. Further, to ensure future lot owners are aware of the water and sanitary restrictions on lots 7 & 8, the SIA, under Conditions That Run With the Land shall include language to inform lot purchasers of these restrictions.
2. To protect public health and safety and meet County Public Works requirements for driveway separations, prior to final plat approval, the applicant will show they can meet those requirements for accesses from the cul-de-sac off of Grand Avenue.
3. To ensure the correct users on the private driveways proposed in this subdivision, prior to final plat approval, the applicant will provide easement documents listing the two lots that have use of those easements.
4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings to Billings Fire Department for review and approval, this includes the area for the fire departments to access the tank and the tank construction. Once installed the applicant will request Billings Fire Department test the system to ensure it works correctly and get a sign off from Billings Fire Department. The applicant will also create a public easement where the tank is installed and an RSID for the dry hydrant system.
5. To protect public health and safety and to meet Yellowstone County Resolution No. 19-53, prior to final plat approval, should the variance request be granted, the applicant will provide a reimbursement to the county for the use of a municipal pressurized fire hydrant.
6. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
7. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.

8. To ensure future home construction on the lots meets the requirements of County Zoning, prior to final plat approval the applicant will add language in the SIA under Conditions That Run With The Land that informs lot purchasers of the requirement to obtain a zoning compliance permit before construction begins on the lot.
9. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify documents and bring them into the standard acceptable format.
10. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolution of the Yellowstone County, and the laws and Administrative Rules of the State of Montana.

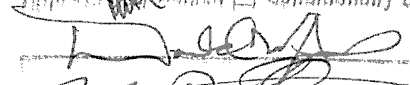


The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, including laws regarding moving houses onto or off the property, and the laws and Administrative Rules of the State of Montana.

The applicant may appeal to District Court a decision of the County Commissioners approving or rejecting a proposed subdivision plat upon application for a writ of certiorari. The application shall specify the grounds upon which it alleges the illegality of the action of the County Commission. If you have any questions, please contact Dave Green at (406) 247-8666, or stop by the City/County Planning Office located at 2825 3rd Avenue North, 4th Floor, Billings, MT 59102.

Sincerely,

A handwritten signature in cursive script, appearing to read "Teri Reitz", is written over a horizontal line.

Teri Reitz
Clerk to the Board of County Commissioners
Yellowstone County, Montana

BOARD OF COUNTY COMMISSIONERS
has taken the following action:
Approved ☒ Denied ☐ Conditionally approved ☒
 Chairman
 Member
 Member

B.O.C.C. Regular

Agenda Item 17. b.

Meeting Date: 05/17/2022

SUBJECT: Creekside Estates Subdivision, 2nd Filing - Preliminary Major Plat

THROUGH: Monica Plecker

FROM: Dave Green

TOPIC

Creekside Estates Subdivision, 2nd Filing - Preliminary Major Plat.

INTRODUCTION

On March 1, 2022, the Planning Division received an application for major preliminary plat approval for the proposed Creekside Estates Subdivision, 2nd Filing. The property is generally located on the northeast corner of the intersection of Grand Avenue and 62nd Street West. This subdivision would create 8 lots from a 17.55-acre parcel of land. The applicant is proposing to develop a residential subdivision. The land is zoned Rural Residential 1 (RR1). The land was historically used as farmland.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners to conditionally approve the preliminary plat of Creekside Estates Subdivision, adopt the Findings of Fact as presented in the staff report and approve the requested variance.

VARIANCE REQUESTED

A variance is being requested for this subdivision. The applicant has requested a variance from Yellowstone County Subdivision Regulations Section 4.14.C. 2, Major, Commercial, and Subsequent Minor Subdivision. The regulations require that the subdivider shall provide an approved, single, minimum thirty thousand (30,000) gallon underground water storage tank for fire suppression. Per the regulations, developers are able to use tanks located within 1/2 road mile. When a County subdivision is within one half (1/2) road mile of a pressurized municipal hydrant the developer shall pay a fee in lieu of hydrant installation to the Fire Department serving the proposed subdivision. This development is further than 1/2 road mile, it is .58 road miles, therefore the variance is requesting that the distance of 1/2 road mile be waived to allow use of the pressurized hydrant .58 miles away. If the variance is approved the required fee to the Billings Fire Department shall be paid. Staff is recommending approval of the variance requests. Further explanation and analysis can be found in Attachment A.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management. Further, to ensure future lot owners are aware of the water and sanitary restrictions on lots 7 & 8, the SIA, under Conditions That Run With the Land shall include language to inform lot purchasers of these restrictions.
2. To protect public health and safety and meet County Public Works requirements for driveway separations, prior to final plat approval, the applicant will show they can meet those requirements

for accesses from the cul-de-sac off of Grand Avenue.

3. To ensure the correct users on the private driveways proposed in this subdivision, prior to final plat approval, the applicant will provide easement documents listing the two lots that have use of those easements.

4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings to Billings Fire Department for review and approval, this includes the area for the fire departments to access the tank and the tank construction. Once installed the applicant will request Billings Fire Department test the system to ensure it works correctly and get a sign off from Billings Fire Department. The applicant will also create a public easement where the tank is installed and an RSID for the dry hydrant system.

5. To protect public health and safety and to meet Yellowstone County Resolution No. 19-53, prior to final plat approval, should the variance request be granted, the applicant will provide a reimbursement to the county for the use of a municipal pressurized fire hydrant.

6. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

7. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.

8. To ensure future home construction on the lots meets the requirements of County Zoning, prior to final plat approval the applicant will add language in the SIA under Conditions That Run With The Land that informs lot purchasers of the requirement to obtain a zoning compliance permit before construction begins on the lot.

9. Minor changes may be made in the SIA and final documents, as requested by the Planning and/or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

10. The final plat shall comply with all requirements of the County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting June 16, 2021
- Initial completeness review submitted November 11, 2021
- Subsequent completeness review submitted February 1, 2022
- Preliminary plat application submitted to Planning Division March 1, 2022
- Departmental review meeting March 17, 2022 Preliminary plat resubmitted March 26, 2022
- Planning Board plat review April 12, 2022 Planning Board public hearing April 26, 2022
- Preliminary plat to Yellowstone County Board of County Commissioners May 17, 2022
- 60 working-day preliminary plat review period ends May 23, 2022

PLAT INFORMATION

General location: Northeast corner of the intersection of Grand Avenue and 62nd Street West

Legal Description: Lot 104A, Sunnycove Fruit Farm

Owner/Subdivider: John Poukish

Surveyor/Engineer: IMEG

Existing Zoning: Rural Residential 1 (RR1)

Proposed Zoning: Same

Existing Land Use: Former Farmland

Proposed Land Use: Residential

Gross area: 17.55

Net area: 16.99

Proposed number of lots: 8

Max.: 3.59

Min.: 1.17

Parkland requirements: The requirement for this subdivision is 0.68 acres. The applicant is proposing a private park of 1.6 acres, maintained by the HOA.

PLANNING BOARD PUBLIC HEARING DISCUSSION

President Cook called for discussion and question by the members of the Board. Board member Woods asked to verify his understanding of proposed well locations. He was correct with his understanding of the well locations proposed on the plat. He also asked if Lots 7, 8 will have sanitary restrictions lifted? Kolten Knatterud, representative for the applicant, stated Lots 7-8 are undevelopable unless they are annexed into the city and have access to municipal facilities. He also stated this site is difficult to develop due to ground water issues. Mr. Knatterud stated the applicant previously tried to rezone for a dry use but were unsuccessful. The highest and best use may be for horses or livestock. The client is providing an easement along the Birely Drain that could be used for pedestrian trail facility and the intent is to construct a multi-use path.

Public Hearing

President Cook opened the public hearing and asked for anyone wishing to speak in favor or against Creekside Subdivision, 2nd Filing.

Laren Pluhar, 1720 60th Street West

Mr. Pluhar noted that the large lots to the east of the proposed subdivision flood irrigated their lots. There is a drainage ditch along the east edge of the proposed subdivision, will that be staying in place? If not there are what appears to be 3 septic systems proposed that would get flooded with the flood irrigation of the lots to the east.

Kolten Knatterud

Mr. Knatterud responded stating on the east boundary of the property a berm will be created to prevent surface water from entering the drain fields. There is a stormwater swale for onsite stormwater.

At 7:15 President Cook closed the public hearing called for a motion.

Motion

Board member Stephenson made a motion and Board member Gravgaard seconded the motion that the Planning Board recommend to the Board of County Commissioners the preliminary plat of Creekside Estates, 2nd Filing be conditionally approved, the Findings of Fact as presented in the staff report be adopted and the variance request be approved.

The motion carried with a unanimous voice vote.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners the preliminary plat of Creekside Estates Subdivision, 2nd Filing be conditionally approval, including Findings of Fact as presented in the staff report be adopted, and approval of the variance request.

Attachments

Findings of Fact

Proposed Plat

SIA Draft

Attachment A Variance

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Creekside Estates Subdivision, 2nd Filing. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

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

1. Effect on agriculture and agricultural water users' facilities

The subject property is was used for agricultural purposes. The Birely Drain is along the west edge of the proposed subdivision. In the SIA under the heading Irrigation, it states no water rights or shares are being transferred to the property owners within the proposed subdivision. In the SIA under Conditions that run with the land it states perimeter ditches and drains shall remain in place and shall not be altered by the subdivider or subsequent owners.

2. Effect on local services

a. **Water and Septic** – This subdivision will be served by individual wells located on each lot, with the exception of Lots 7 and 8. Lots 7 and 8 will have sanitary restrictions on them and will not be part of the DEQ COSA with the rest of the lots. The proposed water system will be in accordance with Section 4.9 of the Yellowstone County Subdivision Regulations and will need to be reviewed and approved by MDEQ. The applicant will provide a copy of the MDEQ approval for the water system at the time of final plat. **(Condition #1)** The maintenance and operation of each well will be the responsibility of the lot owner.

Each lot is proposed will have a septic system on the lot within the proposed subdivision, with the exception of Lots 7 and 8. Lots 7 and 8 will have sanitary restrictions on them and will not be part of the DEQ COSA with the rest of the lots. The proposed septic systems be in accordance with Section 4.9 of the Yellowstone County Subdivision Regulations and will be reviewed and approved by MDEQ. The applicant will provide a copy of the MDEQ approval for the septic systems at the time of final plat. **(Condition #1)** The maintenance and operation of each septic system will be the responsibility of the lot owner.

b. **Streets and roads** – There will be a new short dedicated cul-de-sac off Grand Avenue for access to lots 5 through 8. From the cul-de-sac there will be a shared driveway that provides access to lots 5 and 6. Lots 7 and 8 will take access directly off the proposed cul-de-sac. The applicant will be required to meet the regulations that outline the minimum distance between driveways allowed from a cul-de-sac. **(Condition #2)** Lots 1 through 4 will take access off Creek Crossing Road on the north end of the subdivision. Lots 3 and 4 will share a driveway from Creek Crossing Road. Lots 1 and 2

will take access directly from Creek Crossing Road. The applicant needs to show the driveways easements and provide easement documents and the two lots that have use of those easements. **(Condition #3)**

c. **Fire and Police services** – The property is within the Billings Urban Service Area (BUFSA). The developer has asked for a variance from the requirement as there is a pressurized hydrant just over ½ road mile at 60 Street West. A major subdivision is required by subdivision regulations to provide a 30,000-gallon dry hydrant system, unless there is a pressurized system within ½ road mile or another 30,000-gallon tank within ½ road mile.

Should the variance request be denied the applicant will install a 30,000-gallon dry hydrant system. The plans shall be reviewed and approved by the Billings Fire Department before installation. Upon completion of the installation the applicant will have the Billings Fire Department test the system to ensure it functions properly. If it is functioning properly the Billings Fire Department will provide a sign off stating the system works correctly. **(Condition #4)**

Should the variance be granted the applicant will submit the required cash contribution as outlined in Yellowstone County Resolution No. 19-53. The correct monetary amount to submit will be determined by the applicant and agent and verified by Billing Fire Department. **(Condition #5)**

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

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

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

f. **School facilities** – The proposed subdivision is located within School District #2 boundaries. School District #2 will provide educational services for Elementary, Middle and High School students. Meadowlark for elementary, Ben Steele for middle and West for high school. School District #2 responded to the request for information indicating all three of the mentioned schools are over maximum capacity.

g. **Parks and recreation** – The parkland dedication requirement for this subdivision is 0.68 acres. The applicant is proposing a private park of 1.6 acres, maintained by the HOA.

h. **Postal Service** – The applicant will be required to coordinate the location of the central delivery box and provide enough space for the delivery vehicle to pull out of traffic for

safety. **(Condition #6)**

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

j. **Phasing of Development** - The applicant is not proposing to develop this subdivision in phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. Prior to final plat approval, the applicant will apply for and obtain a weed management plan with the County Weed Department. That plan will be submitted with final plat approval. **(Condition #7)**

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

4. Effects on wildlife and wildlife habitat

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

5. Effects on public health and safety

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

Fire and emergency services are provided for this proposed subdivision from Billings Fire Department and the Yellowstone County Sheriff's department.

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

An environmental assessment was not required for this subdivision pursuant Section 9.2 C of the County Subdivision Regulations.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

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

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

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

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

There is residential development east of the subject property and large lot development to the west and north.

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

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

2. 2018 Urban Area Transportation Plan

The subject property maintains the road the study area of the Transportation Plan. As proposed, there is only one local street associated with this subdivision.

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

62nd Street West is identified as a Proposed Long-Range Bike Lane. This development will not be required to build part of the trail as part of the subdivision.

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

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

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

The subdivider must receive approval from the MDEQ prior to final approval. New parcels are subject to MDEQ review.

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

The proposed subdivision is within Rural Residential 1 zoning. Compliance with zoning will be confirmed with the zoning compliance permits the future homeowners will be required to submit prior to construction on the lots. This information will be included in the SIA under the heading Conditions that Run with the Land. **(Condition #8)**

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

Private utilities are to be installed in the public road rights-of-way and the access driveways. Should the private utility companies require additional easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots?

[MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided for the new proposed lots from Grand Avenue and Creek Crossing Road. The internal access driveways will provide access to internal lots.

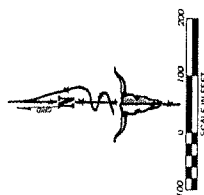
CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

The Planning Division recommend conditional approval of the preliminary plat of Creekside Estates Subdivision, to the Planning Board, and adopt the Findings of Fact as presented in the staff report, the SIA and Waiver.


LOCATED IN SW 1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

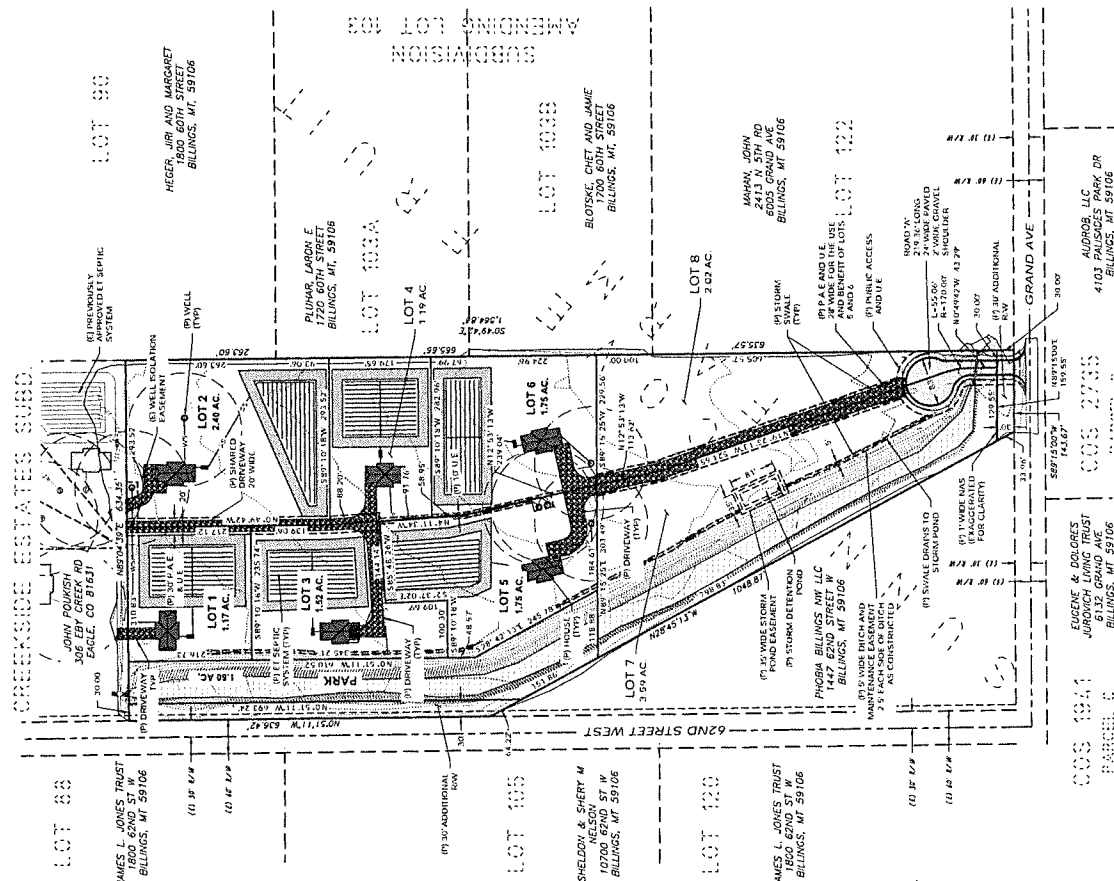


SITE DATA	
NUMBER OF LOTS	#
VACUUM LOT AREA	1.59 AC
MINIMUM LOT AREA	1.17 AC
AREA OF PARKLAND	1.00 AC
LINEAR FEET OF STREETS	219.30 FEET
NET ACIR AC	16.99 AC
GROSS ACREAGE	17.55 AC
EXISTING ZONING	N/A
PROPOSED ZONING	N/A
EXISTING LAND USE	RURAL RESIDENTIAL
PROPOSED LAND USE	RURAL RESIDENTIAL

NOTES

PERIMETER LEGAL DESCRIPTION

1/4	SEC	1	1
	37	7N	25C



LEGEND

(T)	=	EXISTING
(P)	=	PROPOSED
C/S	=	CERTIFICATE OF SURVEY
/W OR R.O.W.	=	RIGHT-OF-WAY
P.A.E.	=	PRIVATE ACCESS EASEMENT
U.E.	=	UTILITY EASEMENT

**SHEET 1 OF 1
CREEKSIDE ESTATES SECOND FILING
(A SUBDIVISION OF YELLOWSTONE COUNTY)**

SUBDIVISION IMPROVEMENTS AGREEMENT

Creekside Estates , Second Filing

Table of Contents (Yellowstone County)

I.	Variances	Page 2
II.	Conditions that Run with the Land	Page 2
III.	Transportation	Page 3
	A. Streets	Page 3
	B. Traffic Control Devices	Page 3
	C. Access	Page 3
IV.	Emergency Services	Page 3
V.	Storm Drainage	Page 3
VI.	Utilities	Page 4
	A. Water	Page 4
	B. Sanitary Sewer	Page 4
	C. Power, Telephone, Gas, and Cable Television	Page 4
	D. Billings Area Bikeway Trails and Master Plan	Page 4
VII.	Parks/Open Space	Page 5
VIII.	Irrigation	Page 5
IX.	Weed Management	Page 5
X.	Soils/Geotechnical Study	Page 5
XI.	Phasing of Improvements	Page 5
XII.	Financial Guarantees	Page 5
XIII.	Legal Provisions	Page 6

Creekside Estates, Second Filing

This agreement is made and entered into this ____ day of _____, 20____, by and between *John Poukish.*, whose address for the purpose of this agreement is PO Box 2697 Avon, CO 81620, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of *Creekside Estates, Second Filing*, and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Creekside Estates, Second Filing*, and

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

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

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

I. VARIANCES

- A. The subdivider is requesting a variance in order to pay the fire department \$30,000 for use of an existing pressurized fire hydrant approximately .58 miles away for fire suppression. This fire hydrant is located at the corner of 60th Street and Grand Avenue.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted in the West End Flood Study. Lot owners may consider building to floodplain standards.
- G. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- I. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

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

A. Streets

The subdivision will use existing streets, Creek Crossing Road and Grand Avenue. The subdivision will construct one new public road. The proposed new road will be accessed off of Grand Avenue. The proposed road will be 24' of paved asphalt, 2' gravel shoulders, within a 60' right of way and have a cul-de-sac. The proposed road will be approximately 220' long with the cul-de-sac approximately 83' wide.

B. Traffic Control Devices

- The subdivision will have a stop sign where the proposed road meets Grand Avenue.

C. Access

- Access to Lots 1 and 2 will have individual driveways off of Creek Crossing Road.
- Access to Lots 3 and 4 will be through a shared driveway connected to Creek Crossing Road.
- Access to Lots 5 and 6 through a shared driveway connecting to proposed road which will connect to Grand Avenue.
- Access to Lots 7 and 8 will be from individual driveways off of proposed road.

D. Billings Area Bikeways and Trails Master Plan (BABTMP)

- The proposed subdivision is located within the BABTMP. The subdivision will offer no trail services. BABTMP does have a trail at the corner of Grand Avenue and 58th Street West.

IV. EMERGENCY SERVICE

This section should include, but not be limited to the following:

- All driveways are required to be built to emergency access standards. Driveways must be a minimum of 16 feet wide and an additional 2 feet wide cleared drivable vegetation on each side. Driveways exceeding 150 feet in length must provide a turnaround point or hammerhead for emergency vehicles.
- The subdivision will have access to a pressurized fire hydrant located at the corner of 60th Street and Grand Avenue.

V. STORM DRAINAGE

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

- A stormwater retention pond and swales are displayed on the preliminary plat.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations

- Lots 1 through 6 will have individual wells built in accordance with Yellowstone County standards and MDEQ standards.
- Lots 7 and 8 will not have water supply at this time. Restrictions for both lots will be implemented by DEQ. These lots will not be included within the DEQ COSA when issued.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations

- Lots 1 through 6 will have individual septic systems. These systems will be evapotranspiration septic systems that will be built to Yellowstone County standards and MDEQ standards.
- Lots 7 and 8 will not have sanitary services at this time. Restrictions for both lots will be implemented by DEQ. These lots will not be included within the DEQ COSA when issued.

C. Power, Telephone, Gas, and Cable Television

- Lots 1 through 4 will receive utilities within a 30' utility easement and private access easement. This easement runs south from Creek Crossing Road.
- Lots 5 and 6 have the ability to receive utilities via an extension of the utility

easement for Lots 1 through 4. The utility easement from Lots 1 through 4 is extended via a 10' easement into Lots 5 and 6. Lots 5 and 6 also have a private access and utility easement that is an extension of Road A.

- Lots 7 and 8 are not proposed to be developed at this time.

VII. PARKS/OPEN SPACE

A private park is proposed on the western boundary of the subdivision. The park will be maintained by the homeowners association. The park is approximately 1.60 acres in size, which meets the parkland requirement of .68 acres.

VIII. IRRIGATION

Birely Ditch is located within the proposed private park. Birely Ditch has statutory easement rights to be accessed and maintained 25' on either side of the ditch. These rights will be preserved by this subdivision.

IX. WEED MANAGEMENT

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

The weed plan shall include the following and shall be referenced in this SIA:

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

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study was not required but owners of the lots are encouraged to perform site-specific geotechnical investigation that is specific to the type of structure contemplated prior to construction.

XI. PHASING OF IMPROVEMENTS

Creskide Estates, Second Filing proposes that all 8 lots be developed in a single phase.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped,

record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section.

XIII. LEGAL PROVISIONS

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

John Poukish.

Its: _____

STATE OF _____)
County of _____) : ss

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared John Poukish who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

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

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

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require.

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

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

Creekside Estates, Second Filing

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

John Poukish.

By: _____

Its: _____

STATE OF _____)
 : ss
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared John Poukish known to me to be the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of _____
 Printed name: _____
 Residing in _____
 My commission expires: _____

IRREVOCABLE STANDBY LETTER OF
CREDIT

DATE: _____

BENEFICIARY:
Yellowstone County
Billings, MT 59101

APPLICANT: John Poukish.
PO Box 2697 Avon, CO 81620

LETTER OF CREDIT NO. _____

EXPIRATION DATE: _____

AT: OUR COUNTERS PRESENTLY LOCATED AT
Lender's address here

AMOUNT: US\$ _____
NOT EXCEEDING: -US- _____ spell out _____ Dollars-

We hereby issue our Irrevocable Standby Letter of Credit available by your draft(s) drawn at sight on us and accompanied by the following documents:

1. Beneficiary's signed statement certifying that John Poukish, has failed to pay for required improvements concerning subdividing Creekside Estates, Second Filing Subdivision in Yellowstone County.
2. Copy of mandatory improvements.
3. The original Letter of Credit

This Letter of Credit shall be deemed extended without amendment for one year from the expiration date, unless thirty (30) days prior to any expiration date we shall notify you by Registered Mail that we elect not to consider this Letter of Credit renewed for any such period.

In any communication with us regarding this Letter of Credit, please make specific reference to our Letter of Credit No. at the top of this letter.

Drafts drawn under this Credit must bear the clause: "Drawn under _____ Bank Irrevocable Standby Letter of Credit No. _____ dated _____." The amount of each drawing must be endorsed on the reverse of this credit by the negotiating bank.

To the extent applicable hereto, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication, No. 500.

We hereby engage with you that draft(s) drawn and/or documents presented and negotiated under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored upon presentation to us.

_____ BANK

By: _____

Attachment A

Staff Analysis and Recommendation

County Planning, County Public Works, County Legal staff have reviewed the request for a variance from Yellowstone County Subdivision Regulations Section 4.14.C. 2, Major, Commercial, and Subsequent Minor Subdivision. The subdivider shall provide a minimum of one of the following mechanisms for fire suppression. An approved, single, minimum thirty thousand (30,000) gallon underground water storage tank for fire suppression.

When a County subdivision is within one half (1/2) road mile of a pressurized municipal hydrant the developer shall pay a fee in lieu of hydrant installation to the Fire Department serving the proposed subdivision.

The variance request is for this subdivision to use a City of Billings pressurized fire hydrant that is .58 miles from the farthest building in the subdivision. Subdivision regulations require the farthest building in the subdivision to be within .5 (1/2) road mile from the pressurized hydrant.

Billings Fire Department has stated they are supportive of the variance. Creekside Subdivision 1st Filing was also granted the same variance. Creekside Subdivision, 1st Filing, is on the north end of Creekside Subdivision, 2nd Filing.

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

The granting of this variance will not be detrimental to the adjoining properties. This same variance was granted to the Creekside Subdivision, 1st Filing. The Billings Fire Department has stated they prefer to have a pressurized hydrant for fire suppression needs.

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

There are no surrounding physical conditions that would result in an undue hardship to the developer. There is a preference from the Billings Fire Department for pressurized fire hydrants over dry hydrant systems.

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

The variance will not increase taxpayer burden.

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

Approval of this variance will not place this subdivision in nonconformance of adopted zoning regulations or the growth policy.

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

The alternate option for the required 30,000-gallon dry hydrant system is the use of a municipal pressurized fire hydrant. This hydrant is located at 60th and Grand Avenue. The distance is .58 miles which is just over the subdivision regulation distance of .5 miles.

Therefore, staff is recommending approval of the proposed variance and recommends that the Planning Board recommend approval to the Board of County Commissioners.

**Variance Request
Creeside Estates, Second Filing**

Creeside Estates, Second Filing is a proposed major subdivision in Yellowstone County. The subdivision is proposing to use the existing pressurized hydrant at 60th Street and Grand Avenue in lieu of installing a dry hydrant and will pay a \$30,000 fee to the Billings Fire Department to use this connection. Per Section 4.14 C.3 a subdivision may use an existing pressurized main if within one half mile. The proposed subdivision is a little over a half mile from the existing hydrant. This variance is supported by the Billings Fire Department as adequate fire suppression.

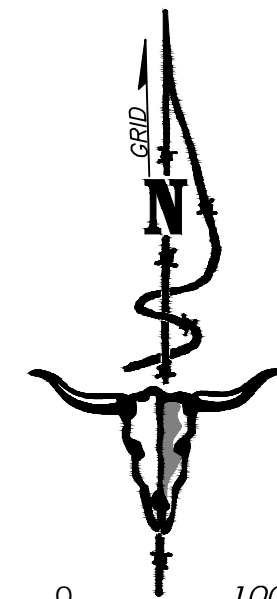
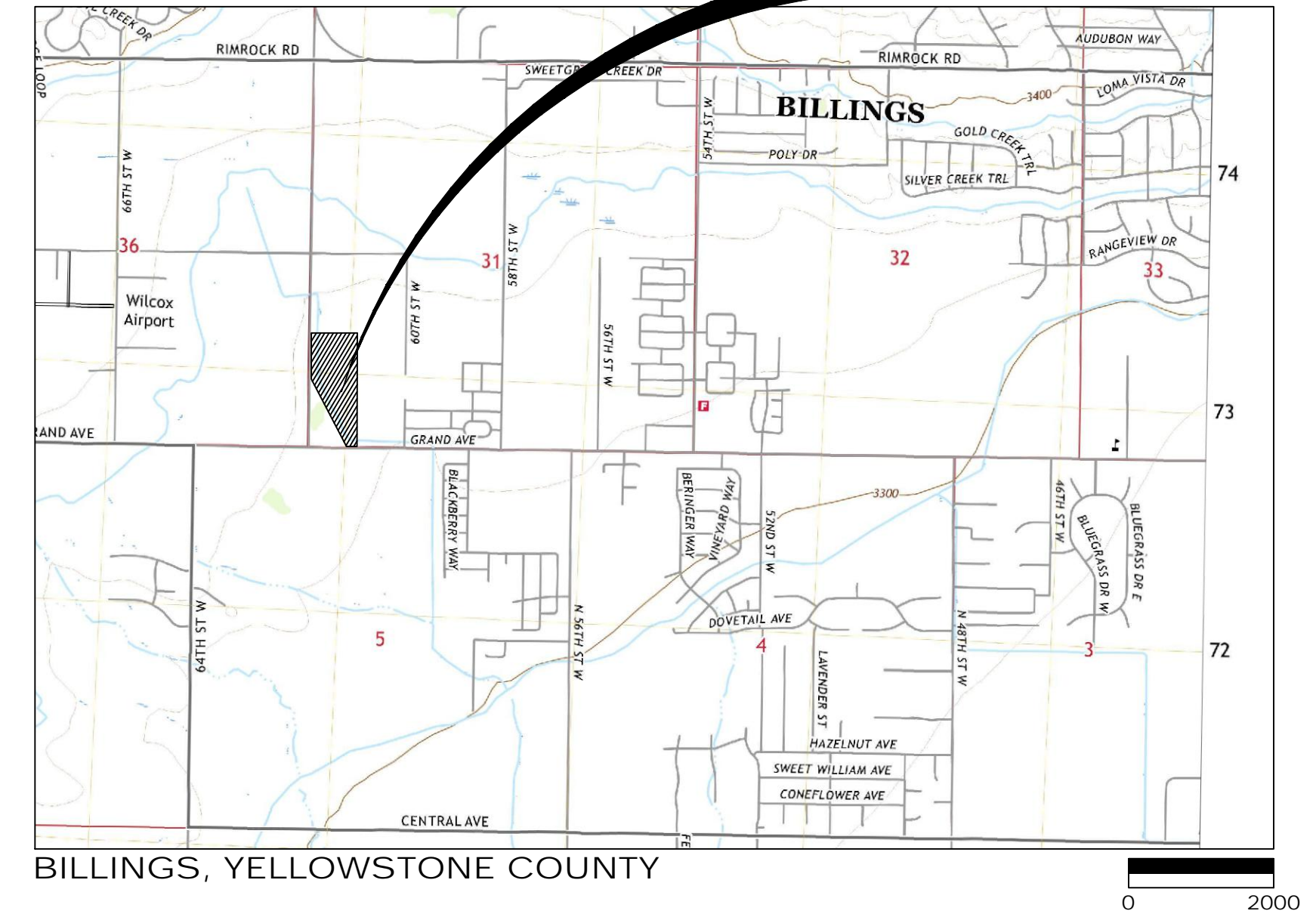
Below we have included the variance facts of hardship in correlation with Section 23-1101.A. Please see our answers in **bold**.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
Granting a variance regarding to use the existing pressurized main will not be detrimental to public health and safety. The fire department has stated in the past that they would prefer to utilize the hydrant if available, as the hydrant is connected to City of Billings services. This type of hydrant requires less monitoring than other fire protection options. This variance will allow the subdivision to have adequate fire protection from an active hydrant already monitored by the fire department.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;
Creeside Estates, Second Filing would have to install a dry hydrant or extend City of Billings municipal services in order to meet the fire protection standards. If the subdivider had to do one of these two options, then the subdivision would be unfeasible due to cost. The subdivision is .58 miles away from the existing hydrant, by road. Subdivision regulations allow for .5 miles. Granting this variance will allow for the development and no undue hardship on the owner.
3. The variance will not result in an increase in taxpayer burden;
The subdivision is .58 miles away from the existing hydrant, by road. Subdivision regulations allow for .5 miles. Granting this variance will not increase taxpayer burden as the fee for this hydrant usage will be paid by the owner.
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and
This variance does not place the subdivision in nonconformance with zoning or growth policy regulations.
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.
The fire department has stated in the past that they would prefer to utilize the hydrant if available, as the hydrant is connected to City of Billings services. This type of hydrant requires less monitoring than other fire protection options. This variance will allow the subdivision to have adequate fire protection from an active hydrant already monitored by the fire department. The subdivision is .58 miles away from the existing hydrant, by road. Subdivision regulations allow for .5 miles. This variance will be equally as effective for fire protection.

PRELIMINARY PLAT OF
CREEKSIDE ESTATES SECOND FILING

LOCATED IN SW1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

VICINITY MAP



BASIS OF BEARING
STATE PLANE MONTANA - ZONE 2500
GROUND (TRUE) DISTANCES

RECORD OWNER:
JOHN POUKISH

SUBDIVIDER:
JOHN POUKISH

DATE:
MARCH, 2022

TOTAL SUBDIVISION AREA:
17.55 ACRES (GROSS)

SITE DATA

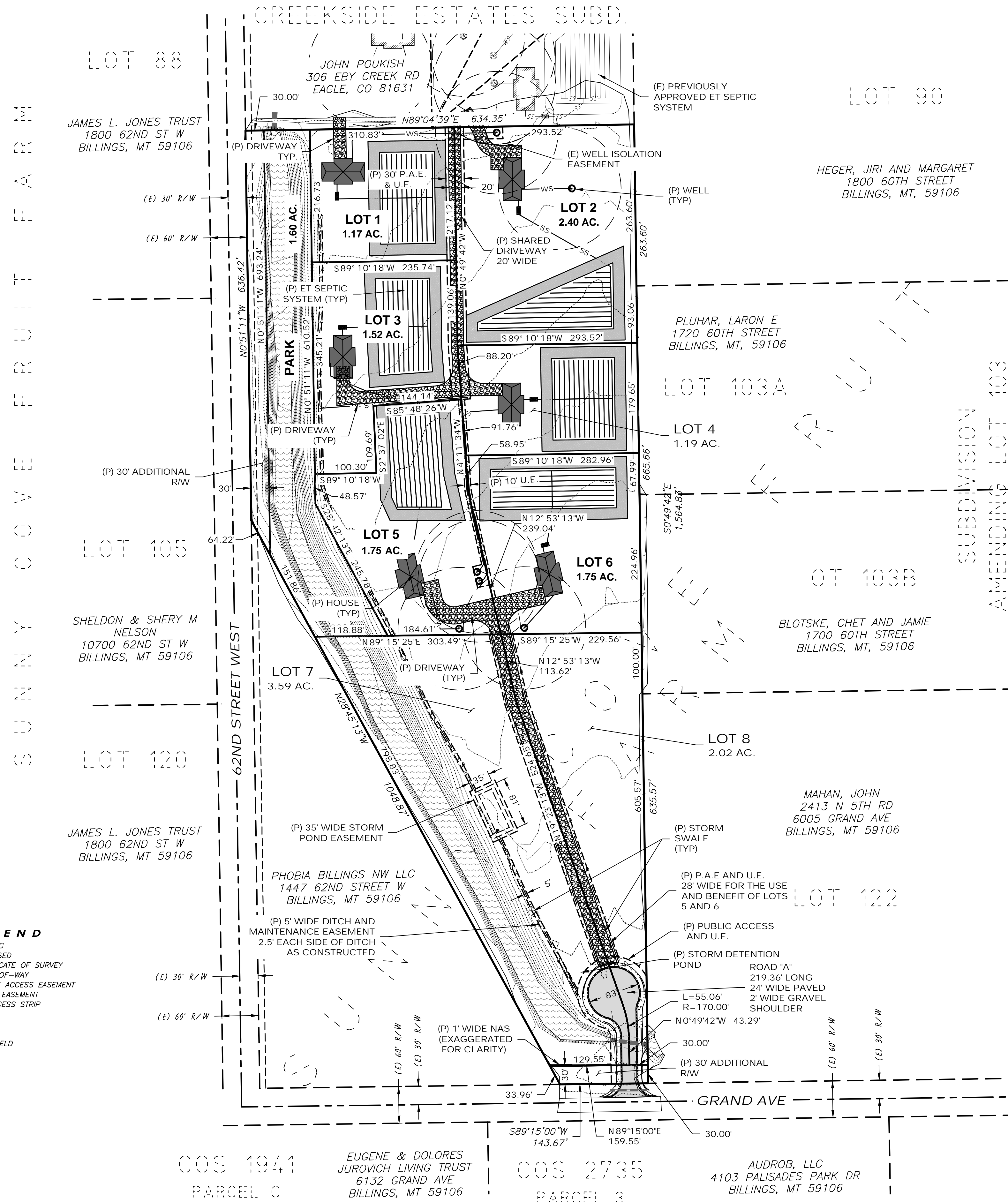
NUMBER OF LOTS	8
MAXIMUM LOT AREA	3.59 AC
MINIMUM LOT AREA	1.17 AC
AREA OF PARKLAND	1.60 AC
LINEAR FEET OF STREETS	219.36 FEET
NET ACREAGE	16.99 AC
GROSS ACREAGE	17.55 AC
EXISTING ZONING	N/A
PROPOSED ZONING	N/A
EXISTING LAND USE	RURAL RESIDENTIAL
PROPOSED LAND USE	RURAL RESIDENTIAL

PERIMETER LEGAL DESCRIPTION

LOT 104A, AMENDED PLAT OF SUNNY COVE FRUIT FARM LOTS 89, 104, & 121, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE SW1/4 OF SECTION 31, TOWNSHIP 1 NORTH, RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA, CONTAINING 17.55 ACRES, MORE OR LESS.

1/4	SEC.	T.	R.
	31	1N	25E

SHEET 1 OF 1
POUKISH MAJOR SUBDIVISION
(A SUBDIVISION OF YELLOWSTONE COUNTY)



- LEGEND**
- (E) = EXISTING
 - (P) = PROPOSED
 - COS = CERTIFICATE OF SURVEY
 - R/W OR R.O.W. = RIGHT-OF-WAY
 - P.A.E. = PRIVATE ACCESS EASEMENT
 - U.E. = UTILITY EASEMENT
 - NAS = NO ACCESS STRIP
 - WELL = WELL
 - DRAINFIELD = DRAINFIELD

SUBDIVISION IMPROVEMENTS AGREEMENT

Creekside Estates , Second Filing

Table of Contents (Yellowstone County)

I.	Variances	Page 2
II.	Conditions that Run with the Land	Page 2
III.	Transportation	Page 3
	A. Streets	Page 3
	B. Traffic Control Devices	Page 3
	C. Access	Page 3
IV.	Emergency Services	Page 3
V.	Storm Drainage	Page 3
VI.	Utilities	Page 4
	A. Water	Page 4
	B. Sanitary Sewer	Page 4
	C. Power, Telephone, Gas, and Cable Television	Page 4
	D. Billings Area Bikeway Trails and Master Plan	Page 4
VII.	Parks/Open Space	Page 5
VIII.	Irrigation	Page 5
IX.	Weed Management	Page 5
X.	Soils/Geotechnical Study	Page 5
XI.	Phasing of Improvements	Page 5
XII.	Financial Guarantees	Page 6
XIII.	Legal Provisions	

Creekside Estates, Second Filing

This agreement is made and entered into this ____ day of _____, 20____, by and between *John Poukish.*, whose address for the purpose of this agreement is PO Box 2697 Avon, CO 81620, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of *Creekside Estates, Second Filing*, and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Creekside Estates, Second Filing*, and

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

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

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

I. VARIANCES

- A. The subdivider is requesting a variance in order to pay the fire department \$30,000 for use of an existing pressurized fire hydrant approximately .58 miles away for fire suppression. This fire hydrant is located at the corner of 60th Street and Grand Avenue.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted in the West End Flood Study. Lot owners may consider building to floodplain standards.
- G. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- I. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

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

A. Streets

The subdivision will use existing streets, Creek Crossing Road and Grand Avenue. The subdivision will construct one new public road. The proposed new road will be accessed off of Grand Avenue. The proposed road will be 24' of paved asphalt, 2' gravel shoulders, within a 60' right of way and have a cul-de-sac. The proposed road will be approximately 220' long with the cul-de-sac approximately 83' wide.

B. Traffic Control Devices

- The subdivision will have a stop sign where the proposed road meets Grand Avenue.

C. Access

- Access to Lots 1 and 2 will have individual driveways off of Creek Crossing Road.
- Access to Lots 3 and 4 will be through a shared driveway connected to Creek Crossing Road.
- Access to Lots 5 and 6 through a shared driveway connecting to proposed road which will connect to Grand Avenue.
- Access to Lots 7 and 8 will be from individual driveways off of proposed road .

D. Billings Area Bikeways and Trails Master Plan (BABTMP)

- The proposed subdivision is located within the BABTMP. The subdivision will offer no trail services. BABTMP does have a trail at the corner of Grand Avenue and 58th Street West.

IV. EMERGENCY SERVICE

This section should include, but not be limited to the following:

- All driveways are required to be built to emergency access standards. Driveways must be a minimum of 16 feet wide and an additional 2 feet wide cleared drivable vegetation on each side. Driveways exceeding 150 feet in length must provide a turnaround point or hammerhead for emergency vehicles.
- The subdivision will have access to a pressurized fire hydrant located at the corner of 60th Street and Grand Avenue.

V. STORM DRAINAGE

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

- A stormwater retention pond and swales are displayed on the preliminary plat.

VI. UTILITIES

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations

- Lots 1 through 6 will have individual wells built in accordance with Yellowstone County standards and MDEQ standards.
- Lots 7 and 8 will not have water supply at this time. Restrictions for both lots will be implemented by DEQ. These lots will not be included within the DEQ COSA when issued.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations

- Lots 1 through 6 will have individual septic systems. These systems will be evapotranspiration septic systems that will be built to Yellowstone County standards and MDEQ standards.
- Lots 7 and 8 will not have sanitary services at this time. Restrictions for both lots will be implemented by DEQ. These lots will not be included within the DEQ COSA when issued.

C. Power, Telephone, Gas, and Cable Television

- Lots 1 through 4 will receive utilities within a 30' utility easement and private access easement. This easement runs south from Creek Crossing Road.
- Lots 5 and 6 have the ability to receive utilities via an extension of the utility

easement for Lots 1 through 4. The utility easement from Lots 1 through 4 is extended via a 10' easement into Lots 5 and 6. Lots 5 and 6 also have a private access and utility easement that is an extension of Road A.

- Lots 7 and 8 are not proposed to be developed at this time.

VII. PARKS/OPEN SPACE

A private park is proposed on the western boundary of the subdivision. The park will be maintained by the homeowners association. The park is approximately 1.60 acres in size, which meets the parkland requirement of .68 acres.

VIII. IRRIGATION

Birely Ditch is located within the proposed private park. Birely Ditch has statutory easement rights to be accessed and maintained 25' on either side of the ditch. These rights will be preserved by this subdivision.

IX. WEED MANAGEMENT

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

The weed plan shall include the following and shall be referenced in this SIA:

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

X. SOILS/GEOTECHNICAL STUDY

A soils/geotechnical study was not required but owners of the lots are encouraged to perform site-specific geotechnical investigation that is specific to the type of structure contemplated prior to construction.

XI. PHASING OF IMPROVEMENTS

Creekside Estates, Second Filing proposes that all 8 lots be developed in a single phase.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped,

record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section.

XIII. LEGAL PROVISIONS

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

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

“SUBDIVIDER”

John Poukish.

By: _____

Its: _____

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared John Poukish who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____

Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

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

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

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require.

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

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

Creekside Estates, Second Filing

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

John Poukish.

By: _____

Its: _____

STATE OF _____)
 : ss
County of _____)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of _____, personally appeared John Poukish known to me to be the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

Notary Public in and for the State of _____

Printed name: _____

Residing in _____

My commission expires: _____

IRREVOCABLE STANDBY LETTER OF
CREDIT

DATE: _____

BENEFICIARY:
Yellowstone County
Billings, MT 59101

APPLICANT: John Poukish.
PO Box 2697 Avon, CO 81620

LETTER OF CREDIT NO. _____

EXPIRATION DATE: _____

AT: OUR COUNTERS PRESENTLY LOCATED AT
Lender's address here

AMOUNT: US\$ _____
NOT EXCEEDING: -US- spell out Dollars-

We hereby issue our Irrevocable Standby Letter of Credit available by your draft(s) drawn at sight on us and accompanied by the following documents:

1. Beneficiary's signed statement certifying that John Poukish, has failed to pay for required improvements concerning subdividing Creekside Estates, Second Filing Subdivision in Yellowstone County.
2. Copy of mandatory improvements.
3. The original Letter of Credit

This Letter of Credit shall be deemed extended without amendment for one year from the expiration date, unless thirty (30) days prior to any expiration date we shall notify you by Registered Mail that we elect not to consider this Letter of Credit renewed for any such period.

In any communication with us regarding this Letter of Credit, please make specific reference to our Letter of Credit No. at the top of this letter.

Drafts drawn under this Credit must bear the clause: "Drawn under _____ Bank Irrevocable Standby Letter of Credit No. _____ dated _____." The amount of each drawing must be endorsed on the reverse of this credit by the negotiating bank.

To the extent applicable hereto, this Letter of Credit is subject to the Uniform Customs and Practice for Documentary Credits, 1993 Revision, International Chamber of Commerce Publication, No. 500.

We hereby engage with you that draft(s) drawn and/or documents presented and negotiated under and in compliance with the terms of this Irrevocable Standby Letter of Credit will be duly honored upon presentation to us.

_____ BANK

By: _____

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: CMAR Contract, Sletten Construction for Duck Creek Road Bridge Scour Mitigation

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Contract with Sletten Construction as Construction Manager at Risk (CMAR) for Duck Creek Road Bridge Scour Mitigation

BACKGROUND:

A Request for Qualifications for CMAR services for the Duck Creek Road Bridge Scour Mitigation project was released in January 2025. Three submittals were opened and acknowledged on February 11, 2025. A Recommendation of Award to Sletten Construction was approved by the Board on April 1, 2025. A contract has been finalized for Board approval and signature.

RECOMMENDED ACTION:

Approve and sign the Contract.

Attachments

Sletten Agreement

Sletten Work Comp

Builders Risk

Sletten COLI

Sletten COLI_Addl

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

TABLE OF CONTENTS

	Page
Article 1— The Project	1
Article 2— Owner’s Advisor and Engineer; Owner’s Project Team	1
Article 3— CMAR Services	1
Article 4— Compensation for Performance and Completion of the Work	4
Article 5— Construction Support Costs	4
Article 6— Cost of the Work	7
Article 7— Construction Manager at Risk Fee	10
Article 8— CMAR Contingency Allowance	10
Article 9— Work Authorizations	11
Article 10— Procurement of Subcontractors; CMAR Self-Performance of Authorized Work.....	12
Article 11— Guaranteed Maximum Price	12
Article 12— Owner’s Contingency Allowance	15
Article 13— Payment Procedures.....	15
Article 14— Documentation and Audit.....	16
Article 15— Contract Times	17
Article 16— Contract Documents	18
Article 17— Representations, Certifications, and Stipulations.....	19
Exhibit A—Scope of CMAR Services	1
Article 1— Basic Preconstruction Services	1
Article 2— Additional Preconstruction Services	9
Article 3— Basic Procurement Services	9
Article 4— Additional Procurement Services.....	11
Article 5— Special Services	11

AGREEMENT BETWEEN OWNER AND CONSTRUCTION MANAGER AT RISK

This Agreement is by and between Yellowstone County (“Owner”) and Sletten Construction Company (“Construction Manager at Risk” or “CMAR”).

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

Owner and CMAR hereby agree as follows:

ARTICLE 1—THE PROJECT

- 1.01 The Project, of which the CMAR Services and the Work under the Contract Documents are a part, is generally described as follows:

Duck Creek Road Bridge Scour Mitigation
FY25-01-Bridge

ARTICLE 2—OWNER’S ADVISOR AND ENGINEER; OWNER’S PROJECT TEAM

- 2.01 The Owner has retained Great West Engineering (Owner’s Advisor or OA) to act as Owner’s representative, assume all duties and responsibilities of advisor to Owner and construction contract administrator on behalf of Owner, and have the rights and authority assigned to Owner’s Advisor in the Contract.
- 2.02 The Owner has retained Great West Engineering (Engineer) to design the Project, to assume all duties and responsibilities of Engineer during the construction of the Project, and to have the rights and authority assigned to Engineer in the CMAR Contract.

ARTICLE 3—CMAR SERVICES

- 3.01 Scope of CMAR Services

- A. CMAR will perform the CMAR Services set forth in Exhibit A, Scope of CMAR Services, as authorized, and other specified CMAR Services as expressly set forth in a Contract Amendment. Services rendered by CMAR to meet its general construction and management obligations are not CMAR Services, and are not compensated as CMAR Services, unless expressly designated as such.
- B. CMAR Services are categorized in Exhibit A as Basic Preconstruction Services; Additional Preconstruction Services; Basic Procurement Services; Additional Procurement Services; and Special Services.
- C. In Exhibit A and in scope of CMAR Services provisions in Contract Amendments, imperative sentences with respect to the performance of services are directives to CMAR, unless expressly indicated otherwise.

- 3.02 Basic Services, Additional Services, and Special Services

- A. Basic Services are CMAR Services (categorized as Preconstruction or Procurement) that are identified as Basic Services in Exhibit A.

- B. In addition to Basic Services, CMAR shall provide specific Additional Preconstruction Services and Additional Procurement Services within the scope set forth in Exhibit A, if Owner authorizes CMAR to do so. Owner or Owner's Advisor will authorize the specified Additional Services in a Contract Amendment. The Contract Amendment will describe the tasks to be performed, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms, if any. If a specific Additional Service has been priced during the CMAR selection process, such price will be binding on CMAR and Owner unless modified by mutual agreement.
- C. In addition to the services identified as Basic Services and Additional Services, after the Effective Date of the Contract the Owner and CMAR may identify Project-related services that were not contemplated at the time the Agreement was executed, are necessary to the Project, and should be added to the scope of CMAR Services. If Owner and CMAR mutually agree, a Contract Amendment will be issued that specifies the scope of such Special Services, the compensation to be paid, the time for performance, the deliverables to be provided, and other applicable terms. Any amount included in the Agreement for Special Services will serve as the Owner's contingency for Special Services, if authorized by the Owner.

3.03 Authorization to Provide CMAR Services

- A. CMAR is authorized by the execution of this Agreement to begin providing Basic Preconstruction Services set forth in Article 1 in Exhibit A, Scope of CMAR Services, as of the Effective Date of the Contract.
- B. CMAR shall provide Basic Procurement Services set forth in Article 3 in Exhibit A, Scope of CMAR Services, upon receipt of notice to commence such services from Owner or the Owner's Advisor, or in a Contract Amendment establishing the scope and compensation for Procurement Services.
- C. All other CMAR Services, including Additional Preconstruction Services, Additional Procurement Services, and Special Services, if any, must be authorized by Owner or Owner's Advisor.

3.04 Compensation for Basic CMAR Services

- A. Basic Preconstruction Services—Owner will compensate CMAR for Basic Preconstruction Services, provided per Article 1, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Preconstruction Services shown in Exhibit B Table 1, Compensation for CMAR Services.
- B. Basic Procurement Services—Owner will compensate CMAR for CMAR Procurement Services, provided per Article 3, Exhibit A—Scope of Work for CMAR Services, the lump sum (stipulated price) for the Price for CMAR Basic Procurement Services shown in Exhibit B Table 1, Compensation for CMAR Services.

3.05 Compensation for Additional CMAR Services

- A. For Additional Preconstruction Services and Additional Procurement Services, Owner will compensate CMAR for each hour earned at the Billing Rates shown in Exhibit B—Table 4, Compensation for CMAR Services.

3.06 Compensation for Special Services

- A. Owner will compensate CMAR for Special Services pursuant to the specific compensation terms in the Contract Amendment establishing and authorizing such Special Services.

3.07 Payment for CMAR Services

A. Preparation and Submittal of Invoices

- 1. CMAR will prepare and submit invoices for CMAR Services to Owner's Advisor on a monthly basis in a format acceptable to Owner's Advisor.
- 2. CMAR may not submit invoices and is not entitled to compensation for Additional Services or Special Services unless Owner has authorized such services through execution of a Contract Amendment.
- 3. CMAR will provide documentation acceptable to the Owner to allow Owner to verify CMAR's charges included in invoices.

B. Payments

- 1. Payment for CMAR Services compensated on a Lump Sum (stipulated price) basis:
 - a. The Lump Sum amount includes compensation for CMAR's services, and services of CMAR Subconsultants, if any. Appropriate amounts are to be incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and other cost.
 - b. The amount invoiced each billing period will be based on the CMAR's estimate of the percentage of the total CMAR Services completed during the billing period.
 - c. The compensation paid to CMAR for Basic Services will not exceed the Lump Sum amount unless duly authorized by a Contract Amendment.
- 2. The amounts paid to CMAR under this Article are deemed to include full compensation for CMAR's overhead and profit associated with such labor and expenses.

C. Time of Payment

- 1. Owner will make payments for CMAR Services within 30 days after receiving an approved invoice from the Owner's Advisor.
- 2. If Owner fails to make any payment due CMAR for CMAR Services within 90 days after receipt of CMAR's invoice, then:
 - a. Amounts due CMAR will be increased at the rate of 1.0% per month, or the maximum rate of interest permitted by law, if less, from said thirtieth day; and
 - b. CMAR may, after giving 7 days' written notice to Owner, suspend services under this Agreement until Owner has paid all amounts due for services, expenses, and other related charges in full. Owner waives any and all claims against CMAR for this suspension.
- 3. Owner may withhold only the contested portions of an invoice and must pay the undisputed portion of the invoice.

- D. Compensation for CMAR Services discussed in Article 3 is not compensation for the Work and is not included in the GMP. No retainage will be withheld from payments of CMAR

Services; however, such payments are subject to the set-off provisions in General Conditions Article 15.

ARTICLE 4—COMPENSATION FOR PERFORMANCE AND COMPLETION OF THE WORK

- 4.01 Owner shall compensate CMAR for performance and completion of the Work in accordance with the Contract Documents. Payment for Work will consist of the following:
- A. Payment for Construction Support Costs in accordance with Article 5, and as set forth in Exhibit B Table 1 lines 2-4;
 - B. Payment for Cost of the Work as provided in Article 6; and
 - C. Payment of a CMAR Fee as set forth in Article 7 and in Exhibit B Table 1.
- 4.02 This Agreement establishes a CMAR Contingency Allowance for use in paying for unforeseen costs as set forth in Article 8.
- 4.03 The amounts for CMAR's compensation summarized in Paragraph 4.01 are subject to additions and deletions as provided in the Contract, up to limitations established in the Guaranteed Maximum Price (GMP) as provided in Article 11.

ARTICLE 5—CONSTRUCTION SUPPORT COSTS

- 5.01 Construction Support Costs
- A. Construction Support Costs (field overhead or "general conditions" costs) are those costs associated with and in support of construction that are not directly related to specific construction activities. Construction Support Costs are not compensable as Cost of the Work and must not be included by CMAR in proposed Work Authorizations submitted to the Owner for approval and issuance. Construction Support Costs include without limitation:
 - 1. CMAR project management costs, including project managers, superintendents, field engineering staff, and clerical support located at the Site;
 - 2. Management of Subcontractors and Suppliers;
 - 3. Management of delegated professional design services, if any;
 - 4. Costs associated with safety programs, including safety managers and safety representatives;
 - 5. Quality management not specifically designated to be covered in a Work Authorization;
 - 6. Costs associated with obtaining permits, or paying patent fees or royalties, if not specifically designated to be covered in a Work Authorization;
 - 7. Costs for permit inspections, and other inspections required by Laws and Regulations not specifically designated to be covered in a Work Authorization;
 - 8. Compliance with Laws and Regulations;
 - 9. Taxes, other than those specifically designated to be covered in a Work Authorization;
 - 10. Contract administration costs, including costs for:

- a. Meetings, reporting, notifications, and other communications and coordination,
 - b. Document management,
 - c. Submittals, record data, and other documentation,
 - d. Creating and maintaining Project schedules per Article 4 of the General Conditions,
 - e. Changes to the CMAR Contract per Article 11 of the General Conditions,
 - f. Applications for Payment per Article 15 of the General Conditions,
 - g. Maintenance of Record Documents, and
 - h. Other contract administration costs included in the Contract Documents;
- 11. Performance, payment, and warranty bonds, if any, provided to cover the construction of the entire Project;
 - 12. General insurance costs, excluding Builder's Risk or other coverage that applies specifically to Work and specifically designated to be covered in a Work Authorization, and Worker's Compensation Insurance which is to be included in payroll cost per Paragraph 6.02.A.1;
 - 13. Costs associated with CMAR temporary facilities and temporary infrastructure at the Site;
 - 14. The cost of purchasing, renting, or furnishing small tools and hand tools. These are defined as any tool or equipment whose current price, if purchased new at retail would be less than \$1,500;
 - 15. Costs for site maintenance, storage of materials, waste disposal, environmental controls, management of water, protection of site and adjacent property, cleaning during construction and final cleaning;
 - 16. Costs associated with startup and commissioning of the Work, including training of Owner's personnel, temporary operation of facilities by the CMAR; and performance acceptance testing, if any;
 - 17. Costs associated with substantial completion, partial utilization, and final completion; and
 - 18. Costs associated with general warranty, guarantees and correction of defective work during the Correction Period.
- B. The organization of the Work into Work Packages will not result in changes to the CMAR's compensation for Construction Support Costs.

5.02 Fixed Construction Support Costs

- A. Fixed Construction Support Costs are those costs which are not time sensitive and will not increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion of the Work described in Article 13. The amount for Fixed Construction Support Cost is shown in Exhibit B, Table 3–Basis of Compensation for Fixed Construction Support Costs.

5.03 Time-Sensitive Construction Support Costs

- A. Time-Sensitive Construction Support Costs are those costs which will increase if the performance of the Work extends beyond the Construction Period designated for Substantial Completion described in Article 13. The amount for Time-Sensitive Construction Support Costs based on the Construction Period is shown in Exhibit B, Table 4—Basis of Compensation for Time-Sensitive Construction Support Costs.
- B. The Construction Support Costs Extended Rate is determined by dividing the Time-Sensitive Construction Support Costs by the projected number of days in the Construction Period. CMAR will be entitled to additional compensation for Time-Sensitive Construction Support Costs at the Construction Support Extended Rate shown in Exhibit B, Table 3—Basis of Compensation for Time-Sensitive Construction Support Cost if the extended time is associated with a compensable delay under the provisions of the General Conditions.

5.04 Changes in Construction Support Costs

- A. Owner and CMAR acknowledge that the Construction Support Costs stipulated amounts set forth in this Agreement's Exhibit B, Table 1, lines 2, 3, and 4 (Construction Support Costs Contract Amounts) and the Construction Support Costs Extended Rate (determined as set forth in Paragraph 5.03.B) are approximations of actual costs intended to liquidate and stipulate CMAR's compensation for Construction Support Costs, encourage efficiency and cost control, and reduce Owner's and CMAR's administrative and accounting effort. The Construction Support Costs Contract Amounts and the Construction Support Costs Extended Rate will not be increased except in cases in which CMAR demonstrates:
 - 1. An excessive and unanticipated increase in Construction Support Costs resulting from scope changes in the Work or other causes directly attributable to Owner; and
 - 2. Such increase in costs has not otherwise been compensated in a Work Authorization, Contract Amendment, or Change Order.

5.05 Compensation for Construction Support Costs

- A. Payments for Fixed Construction Support Costs will be made in equal monthly increments determined by dividing the Fixed Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Fixed Construction Support Costs in excess of the Fixed Construction Support Costs Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.
- B. Payments for Time-Sensitive Construction Support Costs will be made in equal monthly increments determined by dividing the Time-Sensitive Construction Support Costs Contract Amount by the projected number of months in the Construction Period. No payment will be made for Time-Sensitive Construction Support Costs in excess of the Time-Sensitive Construction Support Contract Amount unless this Amount is adjusted in accordance with provisions in Paragraph 5.04.
- C. Payments will be made for Time-Sensitive Construction Support Costs associated with compensable delays under the provisions of the General Conditions at the Construction Support Costs Extended Rate as described in Paragraph 5.03.B.

ARTICLE 6—COST OF THE WORK

6.01 Purposes for Determination of Cost of the Work

- A. The term Cost of the Work is defined in the General Conditions, Article 1, as the sum of eligible costs incurred by CMAR for the performance of the Work, as allowed by the Cost of the Work provisions set forth in the Agreement; such provisions are set forth in this Article 6. Cost of the Work is determined for each Work Authorization, subject to any limits described in this Article. The provisions of this Article are used for two distinct purposes:
 - 1. To determine Cost of the Work for purposes of CMAR's base compensation for construction under this Contract; or
 - 2. When needed to determine the value of a Change Proposal, Change Order, Claim, set-off, or other adjustment to the Guaranteed Maximum Price. When the value of any such adjustment is determined based on Cost of the Work, CMAR is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. For purposes of determining CMAR's base compensation, Cost of the Work applies only to Work that has been duly authorized in a Work Authorization.
- C. The Cost of the Work will include only those items identified in Paragraph 6.02.

6.02 Cost of the Work

- A. Payroll Cost—Payroll costs for employees in the direct employ of CMAR performing Work described in Work Authorizations, and excluding those efforts covered in Construction Support costs per Paragraph 5.01. Payroll costs will be based on actual amounts paid as indicated on Certified Payroll reports. Payroll costs are to include salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation insurance, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturdays, Sundays, or legal holidays, will be included in the above to the extent authorized by Owner.
- B. Incorporated Equipment and Material Cost—Cost of all materials and equipment furnished or incorporated in the Work, including costs for transportation and storage prior to delivery to the site. Cost for proper storage at the Site is to be included in Construction Support Cost per Paragraph 5.01. Cost for equipment is to include Suppliers' services for submittals, factory and field testing and inspections, installation checks, start-up assistance, and training, if any. All cash discounts accrue to CMAR unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and CMAR shall make provisions so that they may be obtained.
- C. Consumable Equipment and Material Cost—Cost, including transportation and maintenance, of all materials, supplies, equipment, tools, and machinery at the Site, which are consumed in the performance of the Work, less market value of such items used but not consumed which remain the property of CMAR. In establishing costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or

salvage value of such items, whichever is less. CMAR will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such items.

- D. Subcontractor Cost—Payments made by CMAR to Subcontractors for Work performed by Subcontractors. CMAR shall obtain competitive bids from subcontractors acceptable to Owner and CMAR and shall deliver such bids to Owner, which will then determine, with the advice of Owner's Advisor, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as CMAR's Cost of the Work and fee as provided in this Article 6.
- E. Construction Equipment Cost—Cost of providing construction equipment and machinery to construct the Work described in the Work Authorization.
 - 1. Include all the costs for transporting, loading, unloading, assembly, dismantling, and removal of the equipment and machinery with Consumable Equipment and Material Cost per Paragraph 6.02.C.
 - 2. Construction equipment and machinery cost will be billed at rates approved by the Owner's Advisor as part of each Work Authorization.
 - a. All operating costs will include costs for fuel, maintenance, parts, and associated labor. Billing rates for equipment fueling and maintenance do not include payroll costs for equipment operators, which will be included in Payroll cost per Paragraph 6.02.A.
 - b. Costs for equipment and machinery owned by CMAR or a Subcontractor cannot exceed the rates shown for equipment in the EquipmentWatch Cost Recovery Rental Rate Blue Book, (<https://equipmentwatch.com/blue-book-cost-recovery>) An hourly rate will be computed by dividing the monthly rates by 176. These rates will include all operating costs per Paragraph 6.02.E.2.a.
 - c. Payment for rented equipment will be in accordance with rental agreements as to price, including any surcharge or special rates applicable to overtime use of the construction equipment or machinery, and all such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - d. No markup is allowed on equipment rented or leased from any company owned in total or in part by CMAR or a Subcontractor, or is owned by the same holding company or a company with a close legal affiliation to CMAR or Subcontractor, since markups are included in rental or lease rates.
 - e. Equipment used for site maintenance is to be included in Construction Support Costs. Equipment used for multiple Work Authorizations must be billed on the basis of time worked on each Work Authorization.
 - 3. With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Guaranteed Maximum Price (changed Work), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such

equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.

F. Supplemental Costs which consist of the following:

1. The proportion of necessary transportation, travel, and subsistence expenses of CMAR's employees incurred in the discharge of duties connected with the Work Authorization.
2. Costs of special consultants including engineers, architects, testing laboratories, and surveyors, employed or retained for services specifically related to the Work Authorization and expressly excluding costs incurred by consultants performing CMAR Services.
3. Sales, consumer, use, and other similar taxes related to the Work, and for which CMAR is liable, as imposed by Laws and Regulations.
4. Deposits lost for causes other than the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Royalty payments and fees for permits, patents, and licenses directly related to a Work Authorization.
6. The cost of premiums for performance, payment, and warranty bonds obtained by CMAR as a requirement of a Work Authorization, in addition to the bonds purchased for the construction as a whole within the scope of Construction Support Costs per Paragraph 5.01.A.11. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
7. Cost for any Subcontractor bonds that must be required to protect Owner's and CMAR's interests in the event of a Subcontractor default associated with a Work Authorization. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.
8. The cost of premiums for Builder's Risk insurance and other Work Authorization-specific insurance that CMAR is required by the Contract Documents to purchase and maintain, but not including costs of commercial general liability, automobile liability, and contractor's pollution liability insurance which are covered as Construction Support Costs per Article 5. The compensation for worker's compensation is included as part of payroll costs per Paragraph 6.01.A.1. Final compensation for such premium costs will be based on reconciled costs at the conclusion of the Work.

6.03 Specific Exclusions from Cost of the Work

- A. The following items are not included in the Cost of the Work. This express itemization does not confer Cost of the Work or compensable status to otherwise ineligible items not listed here. Cost for any items not included in the Cost of the Work are to be included in the CMAR Fee unless specifically itemized at Construction Support Costs described in Article 5.
1. Payroll costs and other compensation of CMAR's officers, executives, principals, general managers, project managers, superintendents, safety managers, safety representatives, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other

personnel employed by CMAR, whether at the Site or in CMAR's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by Construction Support Cost or the CMAR Fee.

2. Expenses of CMAR's principal and branch offices.
3. Any part of CMAR's capital expenses, including interest on CMAR's capital employed for the Work and charges against CMAR for delinquent payments.
4. Costs due to the negligence of CMAR, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
5. Cost for the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property not paid from CMAR's Contingency per Article 8.
6. Expenses incurred in preparing and advancing Claims.
7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 6.03.
8. Costs recovered or reimbursed under other Construction Support Cost or Cost of the Work provisions.

6.04 Compensation for the Cost of the Work

- A. Compensation for the Cost of the Work is based on the amount earned for Work completed for each Work Authorization.

ARTICLE 7—CONSTRUCTION MANAGER AT RISK FEE

7.01 The CMAR Fee will be determined as follows:

- A. The CMAR Fee is a lump sum fee as shown in Exhibit B Table 1. This CMAR Fee is subject to increases or decreases for changes in the Work as provided in General Conditions Paragraph 11.01.

ARTICLE 8—CMAR CONTINGENCY ALLOWANCE

8.01 CMAR Contingency Allowance

- A. The CMAR Contingency Allowance funds, shown in Exhibit B Table 1—Estimated Guaranteed Maximum Price, are for the exclusive use of CMAR while executing the Work, to reimburse CMAR for costs due to unforeseen causes, unintentional errors, or events which cannot specifically be anticipated at the time Work Authorizations are issued.
- B. The CMAR Contingency Allowance funds may be used by CMAR for costs sustained by either CMAR itself or a Subcontractor, at CMAR's discretion. The CMAR contingency funds may not be used for costs which are reimbursable or recoverable under other provisions of the Contract.
- C. Without excluding other possible uses of the CMAR Contingency Allowance, the following uses are expressly acknowledged as eligible uses of the CMAR Contingency Allowance funds:

1. Losses and damages, and related expenses, caused by damage to the Work, not compensated by insurance or otherwise, sustained by CMAR or a Subcontractor in connection with the performance of the Work;
 2. Corrective work, regardless of fault if non-conformance is unintended;
 3. Subcontractor defaults;
 4. Overruns in Construction Support Costs;
 5. Builder's Risk deductibles;
 6. Verified excusable errors in estimates; or
 7. Non-compensable overtime and other acceleration costs.
- D. CMAR shall replenish the CMAR Contingency Allowance by restoring money withdrawn with money recovered (1) from bonds and insurance coverage payments for such expenditures, and (2) from defaulting Subcontractors or Suppliers.
- E. The CMAR Contingency Allowance will not be used to fund Owner-directed changes in the Work. Such changes will be administered through the contractual procedures established for changes in the scope of the Work, including expenditures from the Owner's Contingency Allowance, if any, Work Authorizations as modified by Change Order, and Contract Amendments or other modifications that impact the Guaranteed Maximum Price.
- F. The CMAR Contingency Allowance will not be used to recover the cost of items that are compensable as a Cost of the Work.
- G. The CMAR Fee does not apply to expenditures from the CMAR Contingency Allowance. CMAR will not be entitled to any additional overhead, profit, or other markup on any CMAR Contingency Allowance expenditure.
- H. The designated CMAR Contingency Allowance, as duly replenished, is the maximum amount available to CMAR to recover eligible costs under this Article; Owner will not increase the CMAR Contingency Allowance or otherwise reimburse CMAR for eligible costs incurred in excess of the CMAR Contingency Allowance.
- I. CMAR will submit applications for reimbursement from the CMAR Contingency Allowance to Owner's Advisor, in a format acceptable to Owner's Advisor, together with appropriate documentation. Payments from the CMAR Contingency Allowance will be recorded in the Application for Payment.

ARTICLE 9—WORK AUTHORIZATIONS

9.01 General Provisions Regarding Work Authorizations

- A. Work Authorizations will be based on Work Packages prepared by Owner's Advisor and Engineer describing equipment and materials to be purchased for installation or Work to be performed in accordance with the approved Work Authorization.
- B. All Work to be provided by CMAR must be authorized by the issuance of a Work Authorization specifying or referencing the scope of Work to be conducted.
- C. Owner's Advisor will issue each Work Authorization using the Work Authorization form provided by the Owner's Advisor.

- D. The Work Authorization will indicate the compensation to which CMAR is entitled for providing the authorized Work.
- E. CMAR is not entitled to compensation for providing Work that Owner's Advisor has not authorized.

9.02 First Work Authorization

- A. The first Work Authorization, authorizing the commencement of construction, will include, in addition to authorization for a specific Work Package, or multiple specific Work Packages, the authorization of expenditures by CMAR for Contract-specific (1) performance and payment bond premiums (2) Builder's Risk premiums, if CMAR is required to purchase and maintain Builder's Risk insurance, and (3) premiums for other specific insurance policies required by the Contract.

ARTICLE 10—PROCUREMENT OF SUBCONTRACTORS; CMAR SELF-PERFORMANCE OF AUTHORIZED WORK

10.01 Performance of the Authorized Work

- A. CMAR will solicit and receive competitive bids on the Work included in each Work Authorization, including the purchase of materials and equipment. CMAR will prepare bid packages supporting the Work Authorization and make opportunities available to Subcontractors and Suppliers in a way that will increase competition and allow bids by trade contractors or specialty entities. CMAR may prepare bid packages for Work the CMAR may wish to self-perform, so long as doing so will not limit bidding by competing bidders (prospective subcontractors).
- B. CMAR may bid on Work Packages, or portions thereof, if fully qualified to self-perform the subject Work, subject to the following limitations:
 - 1. CMAR may not self-perform Work on the following packages:
 - a. None, no restrictions.
- C. CMAR must submit its bids in advance of receiving other bids, and in the same manner that other bids are to be submitted. Bids are to be opened in the presence of the Owner's Advisor.
- D. CMAR will award the subcontract for the Work under the Work Authorization to the responsible bidder submitting the lowest responsive bid for that portion of the Work for which bids are received. CMAR may self-perform Work when CMAR is the low bidder.

ARTICLE 11—GUARANTEED MAXIMUM PRICE

- 11.01 Subject to the provisions of Article 4, CMAR guarantees that the maximum amount payable by Owner (Guaranteed Maximum Price, or GMP) for the sum of the amounts for Paragraphs 11.01.A through D that follow will be the binding GMP established by the process stated in Paragraphs 11.02 and 11.03.
- A. Construction Support Cost Amount (Article 5);
 - B. Cost of the Work (Article 6);
 - C. CMAR Fee (Article 7); and

- D. CMAR's Contingency Allowance Amount (Article 8).
- 11.02 The Estimated GMP indicated in Exhibit B Table 1—Estimated Guaranteed Maximum Price is a preliminary figure as of the Effective Date of the Contract. The GMP will be revised as the design is continued and completed.
- 11.03 A binding GMP will be established at any time agreeable to Owner and CMAR, but not later than the following:
- A. If the Work is performed under Work Packages released and authorized concurrently for the complete Project, then the binding GMP will be established on the basis of Contract Documents that are 90% complete.
 - B. If the Work will be authorized over time, as the design for individual Work Packages is completed, in a series of incremental Work Authorizations (fast tracking or similar design/construction process) then the binding GMP will be developed in a series of incremental changes as the design for each Work Package reaches 90% completion, culminating, when all Work Packages have been authorized, in a binding GMP for the Contract.
- 11.04 Owner's Construction Budget
- A. Owner's Advisor will establish an updated Owner's Construction Budget (Budget) based on the CMAR's procurement strategy which identifies Work Packages used to construct the Work. Owner's Advisor, working with CMAR, will update this Budget with actual amounts for each line item as Work Authorization amounts identified in the updated Budget are determined.
 - B. Owner's Advisor will revise the Budget to incorporate Change Orders or authorized allocation of contingency funds which change the funds available for Budget line items. When amounts for all Work Authorizations have been determined and the binding GMP is established for the Contract, the Budget must correlate to GMP line items, and the Budget must equal the GMP.
 - C. CMAR will identify variances between the budgeted amount and actual amounts as Work Authorization amounts are determined.
 - 1. Positive variances are created when actual cost for a Work Authorization is less than the budgeted amount. Positive variances identify unused funds that can be used to offset negative variances.
 - 2. Negative variances are created when actual cost for a Work Authorization is more than the budgeted amount. Negative variances identify where additional funds are needed. Unused funds from positive variances can be used to offset these negative variances.
 - 3. Net variances for the Contract are used to determine the current status of the Owner's Construction Budget.
 - a. A net positive variance for the Contract represents a savings to the Owner. A final Contract Amendment will be issued at the completion of the Contract (Final Payment) to adjust the GMP to the actual amount of Contract costs.
 - b. A net negative variance for the Contract represents the amount for which the CMAR is at risk, and no additional compensation will be made to the CMAR.

11.05 Options for Costs Exceeding the Owner's Budget

- A. The Guaranteed Maximum Price resulting from the tabulation of cost for self-performed CMAR Work, bids for Work by Subcontractors and Suppliers, Construction Support Costs, CMAR Contingency Allowances and CMAR Fee cannot exceed the Owner's Construction Budget. The Owner may exercise any of the following options at the sole discretion of the Owner if the proposed Guaranteed Maximum Price exceeds the Owner's Construction Budget:
 - 1. Approve an increase in the Owner's Construction Budget in writing.
 - 2. Authorize rebidding or renegotiation for some or all parts of the Project within a reasonable time without an increase in the Guaranteed Maximum Price.
 - 3. Cooperate in the revision of the scope of the Project to reduce the actual cost of construction to the Owner's Construction Budget.
 - 4. Abandon the Project, in whole or in part, and terminate this Contract in accordance with applicable termination for convenience provisions.
- B. If Owner selects the option described in Paragraph 6.05.A.1, CMAR shall proceed with performance of the Work, and provide CMAR Services as described in these Contract Documents without additional compensation for Procurement Services. Other fees and expenses related to the Cost of Work will be adjusted in accordance with the revised Cost of Work.
- C. If Owner selects the option described in Paragraph 6.05.A.2, Owner and CMAR shall proceed with rebidding or renegotiation of some or all parts of the Project. The OPT will work with CMAR to determine if rebidding or restructuring Work Packages is likely to lead to lower bid prices; if so determined, CMAR will rebid selected original Work Packages or restructured Work Packages identified as having the potential to reduce the overall cost of construction to the Owner's Construction Budget. CMAR will advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages. CMAR will provide CMAR Services for rebidding these Work Packages without additional compensation.
- D. If Owner selects the option described in Paragraph 6.05.A.3, CMAR shall assist the OPT in studies to revise the scope of the Project to bring the Project cost within the Owner's Construction Budget. CMAR will provide research and cost estimates to evaluate the potential cost savings of each proposed change in scope for Work Packages and advise the OPT of the likely impact to the schedule resulting from rebidding Work Packages and changes in Contract Times that will result from the changed Work Packages. CMAR will provide CMAR Services for consultation in modifying the Project scope and rebidding these Work Packages without additional compensation.
- E. CMAR shall revise the project schedule to incorporate delays caused by actions taken to bring the Project within the Owner's Construction Budget.

11.06 Conversion of Cost of Work to a Lump Sum Amount

- A. If Owner and CMAR mutually agree, compensation for all Work on the Project, or for any Work Authorization, may be converted to a lump sum (stipulated amount). If compensation for all Work on the Project is converted to a lump sum amount, this lump sum amount will include costs for Construction Support Cost, Cost of the Work, the CMAR Fee, and all other costs associated with the Contract, all as if bid as a lump sum amount. CMAR will no longer

have access to CMAR Contingency Allowance funds and bears all risk associated with delivering the Work for the lump sum amount.

- B. If a Work Authorization is converted to a lump sum amount, this lump sum amount will include costs for Cost of the Work, the CMAR Fee, and all other costs associated with the Work Authorization, all as if bid as a lump sum amount; provided, however, that Construction Support Costs will continue to be compensated per Paragraph 5.05.
- C. The following will continue to apply for conversions to lump sum covered in Paragraphs B and C:
 - 1. The Cost of the Work provisions in Article 6 will continue to apply to pricing certain Change Orders and other similar matters, as set forth in Paragraph 6.01.A.2.
 - 2. Construction Support Costs Extended Rate provisions of Paragraph 5.04 will continue to apply for Change Orders.
 - 3. Owner's Contingency will continue to be available per Article 12.

ARTICLE 12—OWNER'S CONTINGENCY ALLOWANCE

12.01 Owner's Contingency Allowance

- A. Owner's Contingency Allowance is used at the sole discretion of the Owner to cover unforeseen costs, Owner-directed changes in the scope of the Work, or any other unanticipated change in the Contract Price. These funds can only be accessed by the CMAR when and to the specific extent authorized by the Owner.
- B. The Owner's Contingency Allowance is to be included in the Contract Amount awarded but is not part of the CMAR's GMP.

ARTICLE 13—PAYMENT PROCEDURES

13.01 Submittal and Processing of Payments

- A. Billing and payment for CMAR Services are addressed in Article 3. The provisions in this Article 13 pertain to billing and payment for the Work.
- B. CMAR shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will indicate the amount of the CMAR Fee then payable. Applications for Payment will be processed by Owner's Advisor as provided in the General Conditions.

13.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of CMAR's Applications for Payment as recommended by Owner's Advisor on or about the 1st day of each month during construction as provided in Article 13, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract.
- B. Progress payments on account of the Cost of the Work will be made for each Work Authorization.
 - 1. Prior to Substantial Completion, for each Work Authorization progress payments will be made in an amount equal to the percentage indicated below but, in each case, less

the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. Ninety five percent (95%) of the value of the Work completed, with the balance being retainage.
 - b. Ninety Five percent (95%) of cost of materials and equipment not incorporated in the Work, with the balance being retainage.
2. Upon completion of the Work under a Work Authorization, including completion of all punch list items, Owner shall pay an amount sufficient to increase total payments to CMAR to one hundred percent (100%) of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less two hundred percent (200%) of Owner's Advisor's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

13.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Article 15 of the General Conditions.

13.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless CMAR submits written consent of the surety to such payment, return, or release.

13.05 Interest

- A. All amounts not paid when due will bear interest at the rate of maximum rate per MCA 28-2-2103 and MCA 28-2-2104.

ARTICLE 14—DOCUMENTATION AND AUDIT

14.01 Documentation

- A. Whenever the Cost of the Work for any purpose is to be determined pursuant to this Contract, CMAR and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices.
- B. CMAR will provide documentation of all Costs of the Work with the Application for Payment as directed by the Owner's Advisor.

14.02 Audit

- A. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all CMAR's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and the CMAR Fee. CMAR shall preserve all such documents for a period of three years after the final payment by Owner. Subcontractors performing Work on a Cost of the Work basis will afford such access to Owner, and preserve such documents, to the same extent required of CMAR.

ARTICLE 15—CONTRACT TIMES

15.01 Contract Times—Days

- A. The Work will be substantially complete within **210** days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within **30** days after the date of substantial completion.

15.02 Liquidated Damages

- A. CMAR and Owner recognize that all time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and CMAR agree that as liquidated damages for delay, but not as a penalty:
 - 1. Substantial Completion—CMAR shall pay Owner \$1,000.00 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Completion of Remaining Work—After Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, as duly adjusted pursuant to the Contract, for completion and readiness for final payment, CMAR shall pay Owner \$1,000.00 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Milestones CMAR shall pay Owner the amount specified in Paragraph 15.05 for each day that expires after the time, as duly adjusted pursuant to the Contract, specified for achievement of each Milestone, until that Milestone is achieved.
 - 4. If Owner recovers liquidated damages for a delay in completion of the Project or a specified Milestone by CMAR, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages, if any, specified in this Agreement.

15.03 Special Damages

- A. CMAR shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of CMAR's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 15.02 for Substantial Completion, as duly adjusted pursuant to the Contract, until the Work is substantially complete.
- B. After CMAR achieves Substantial Completion, if CMAR shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, CMAR shall reimburse Owner for the actual costs reasonably incurred by Owner for construction management, engineering, construction observation, inspection, and administrative services needed after the time

specified in Paragraph 15.02 for Work to be completed and ready for final payment, as duly adjusted pursuant to the Contract, until the Work is completed and ready for final payment.

- C. The special damages imposed in this Paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 16—CONTRACT DOCUMENTS

16.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. General Conditions.
 - 3. Supplementary Conditions.
 - 4. Special Provisions
 - 5. MT Prevailing Wage Rates
 - 6. General Requirements (Division 01 of the Specifications.)
 - 7. Drawings and Specifications completed as of the Effective Date of the Contract: **None**
 - 8. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit A, Scope of CMAR's Services;
 - b. Exhibit B, Basis of Compensation; and
 - 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Contract Amendments;
 - b. Executed Work Authorizations, including any exhibits identified as Drawings, Specifications, or other Contract Documents;
 - c. Work Authorization Modifications;
 - 1) Work Change Directives;
 - 2) Change Orders; and
 - 3) Field Orders.
 - d. Performance and Payment Bonds; and
 - e. Warranty Bonds, if any.
- B. There are no Contract Documents other than those listed above in this Article 16.
- C. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 17—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

17.01 CMAR's Representations

A. To induce Owner to enter into this Contract, CMAR makes the following representations:

1. CMAR has examined and carefully studied the Contract Documents, including Addenda.
2. CMAR has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. CMAR is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. CMAR has carefully studied the reports, if any, of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings, if any, of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. CMAR has carefully studied the reports and drawings, if any, relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. CMAR has considered the information known to CMAR itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; with respect to the effect of such information, observations, on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by CMAR; and (c) CMAR's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, CMAR agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Guaranteed Maximum Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. CMAR is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. CMAR has given Owner's Advisor written notice of all conflicts, errors, ambiguities, or discrepancies that CMAR has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Owner's Advisor is acceptable to CMAR.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. CMAR's entry into this Contract constitutes an incontrovertible representation by CMAR that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

17.02 CMAR's Certifications

- A. CMAR certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 17.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the proposal process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the Proposal process or the execution of the Contract to the detriment of Owner, (b) to establish proposal Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Proposers, with or without the knowledge of Owner, a purpose of which is to establish proposal prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the proposal process or affect the execution of the Contract.

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

This Agreement will be effective on April 22, 2025, which is the Effective Date of the Contract.

Owner: Yellowstone County

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

P.O. Box 35000

Billings, MT 59107

Designated Representative:

Name: Monica Plecker
(typed or printed)

Title: Public Works Director
(typed or printed)

Address:

316 North 26th, Rm 3201

Billings, MT 59101

Phone: (406) 256-2730

Email: mplecker@yellowstonecountymt.gov

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

CMAR: Sletten Construction Company
Sletten Construction

(typed or printed name of organization)

By: _____
(individual's signature)

Date: 4/16/25
(date signed)

Name: Russell Robertson
(typed or printed)

Title: Vice President
(typed or printed)

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

Attest: _____
(individual's signature)

Title: Assistant Project Manager
(typed or printed)

Address for giving notices:

P.O. Box 2467

Great Falls, MT 59403

Designated Representative:

Name: Russell Robertson
(typed or printed)

Title: Vice President
(typed or printed)

Address:

PO Box 2467

Great Falls, MT 59403

Phone: 406-761-7920

Email: RLRobertson@sletteninc.com

License No.: 269
(where applicable)

State: Montana



Las Vegas • Great Falls • Phoenix • Boise • Cody

Sletten, Inc.

1000 25th Street North

Great Falls, Montana 59401

Telephone (406) 761-7920

Fax (406) 761-0923

Sletten Construction Company

1000 25th Street North

Great Falls, Montana 59401

Telephone (406) 761-7920

Fax (406) 761-0923

Sletten Construction of Nevada,
Inc.

5825 South Polaris Avenue

Las Vegas, Nevada 89118

Telephone (702) 739-8770

Fax (702) 739-9932

Sletten Construction Company

2501 E. University Drive

Phoenix, Arizona 85034

Telephone (602) 273-1474

Fax (602) 225-9237

Sletten Construction Company

6202 W. Gowan Road

Boise, Idaho 83709

Telephone (208) 658-9888

Fax (208) 658-8626

Sletten Construction of Wyoming,
Inc.

3225 Bligh Avenue

Cody, Wyoming 82414

Telephone (307) 527-6515

Fax (307) 527-6530

RESOLUTION OF AUTHORITY

On June 20, 2024, Sletten Construction Company held its regularly scheduled Board of Directors meeting. As part of the Board of Directors meeting, officers were elected. Russell Robertson was elected as a Vice President of Sletten Construction Company and authorized to take certain actions on behalf of Sletten Construction Company delineated in the following resolution:

"Upon motion duly made, seconded and unanimously carried, the Board of Directors authorized Russell Robertson in his capacity as Senior Vice President to execute any and all documents necessary to bind the Corporation for the purposes of contracting or bidding. The authority granted herein shall remain in full force and effect through and including June 30, 2025."

Dated this 21st day of June, 2024.

SLETTEN CONSTRUCTION COMPANY,
a Montana Corporation

By:

Erik J. Sletten
President & Chief Executive Officer

Witnessed by Bo Scott, Corporate Secretary

SLETTEN CONSTRUCTION COMPANY,
a Montana Corporation

By:

Bo Scott
Corporate Secretary



Montana Department of
LABOR & INDUSTRY

CERTIFICATE OF CONTRACTOR REGISTRATION

SLETTEN CONSTRUCTION COMPANY
PO BOX 2467
GREAT FALLS, MT 59403

STATUS
Employer

REGISTRATION NO.
269

EFFECTIVE DATE
09/01/2023

EXPIRATION DATE
08/31/2025

Visit our website at mtcontractor.mt.gov or call the
Registration Section at **406-444-7734** for more information
or to verify the validity of this certificate.

INSTRUCTIONS: Fold at perforations then tear card out. Fold card in half at score.



406-444-7734
mtcontractor.mt.gov

SLETTEN CONSTRUCTION COMPANY
PO BOX 2467
GREAT FALLS, MT 59403

REGISTRATION NO. 269
EXPIRATION DATE 08/31/2025

Employer

ARTICLE 1—BASIC PRECONSTRUCTION SERVICES

1.01 Project Management

A. Participate in Project Meetings

1. Participate in Project kick-off meeting. Be prepared to discuss CMAR's team and organizations structure, assignments for responsibilities and Teams CMAR's plan for implementation of Preconstruction Services.
2. Participate in periodic meetings with Owner, Owner's Advisor, and Engineer (collectively, Owner's Project Team or OPT) to review progress, coordinate efforts, and discuss planned activities for the next period. It is anticipated that these progress meetings will occur bi-weekly.

B. Provide administration of Agreement for CMAR Preconstruction Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

1.02 Review of Preliminary Design Report

A. As a priority first task, review Engineer's Preliminary Design Report as soon as it is available.

1. Provide input and advice, according to the general requirements of Exhibit A Paragraph 1.03.D below, regarding the Preliminary Design Report's content concerning coordination of utilities work (both above-ground utilities and Underground Facilities), Underground Facilities Procedure, and mitigation of utilities conflicts, for Engineer's use in the Final Design Phase of Engineer's services.
2. Recommend strategies for the division of the Work under design into Work Packages, and for phased design and authorization of construction of such Work Packages (fast tracking). Work collaboratively with the OPT to finalize the number of Work Packages and their approximate scope, and the schedule for preparation, authorization, and completion of such Work Packages.

1.03 Design-Related Preconstruction Services

- A. Attend periodic design meetings to provide consultation on aspects of the design that will impact the budget, schedule, and quality of the completed Work.
- B. Advise, assist, and provide recommendations on all aspects of the planning and design of the Work. Consult with the OPT regarding Site use and improvements, and the selection of materials, building systems, and equipment.
- C. Provide recommendations: on construction feasibility; regarding actions designed to minimize adverse effects of labor or material shortages; on time requirements for procurement, installation, and construction completion; and on factors related to construction cost including estimates of alternative designs or materials, preliminary budgets, and possible opportunities for savings.
- D. Review in-progress design documents, including the documents variously described as preliminary design documents, preliminary design report, design development documents,

and the interim final drafts of the Drawings and Specifications, and provide input and advice on constructability, materials and equipment selections, and availability. Provide timely suggestions for modifications to improve:

1. Ability to bid the Work:
 - a. Identify Work elements that may be difficult to price as presented in the design documents. Provide suggestions to reduce risk and to obtain better pricing from Subcontractors and Suppliers.
 - b. Provide suggestions on Work Packages to improve biddability, however, Engineer will not subdivide work into Work Packages for specific trades.
 - c. Determine that specified products are readily available and notify Engineer if equal or substitute materials might be available.
 2. Constructability, including sequencing or coordination issues:
 - a. Adequacy of details for construction;
 - b. Potential conflicts during construction;
 - c. Feasibility of construction;
 - d. Construction sequencing;
 - e. Ability to coordinate among Subcontractors and Suppliers; and
 - f. Coordination between Contract Documents.
 3. Operability:
 - a. Ability to minimize disruptions to existing operations;
 - b. Ability to complete construction connections to existing facilities or utilities;
 - c. Modifications to facilitate initial start-up and/or performance testing; and
 - d. Ability of Owner to operate/maintain the facility when completed.
 4. Possible use of patented, licensed, or copyrighted products.
 5. Requirements for Subcontractor and equipment and materials procurement.
 6. Completeness, consistency, and clarity.
- E. Subsurface conditions and Underground Facilities
1. Review information made available by Owner.
 - a. Review information pertaining to subsurface or physical conditions at the Site. Inform Owner's Advisor of additional examinations, investigations, explorations, testing, or studies (Supplemental Investigations) of subsurface or physical conditions at the Site that CMAR concludes would be beneficial if conducted prior to commencement of construction. See General Conditions Paragraph 5.03.E.
 - b. Review information pertaining to Underground Facilities. Collaborate with the Engineer to improve the accuracy and completeness of information regarding Underground Facilities that Engineer incorporates into Work Authorizations in accordance with General Conditions Paragraph 5.05.

2. Owner's Advisor will issue a Work Authorization for any necessary potholing, exploratory excavations, or other field investigations related to Paragraph E if necessary.
 - F. Research potential substitutes, furnish data and prepare a Preconstruction Substitute Request prior to a Work Authorization requesting the Owner's Advisor to authorize the use of other items of equipment or material in accordance with General Conditions Paragraph 7.09.
 - G. Provide review comments in writing using the processes or procedures prescribed by the Owner's Advisor. Verify that the Project design can be executed within the Owner's Construction Budget, within the allotted Contract Times, and with available labor, equipment, and materials.
 - H. Report to Owner's Advisor and Engineer any elements of the design that appear to be in error or appear to require engineering review and possible resulting modification.
 - I. The CMAR is not responsible for design of the Project. The CMAR does not control the project design or contents of the Contract Documents and does not assume responsibility or liability for the project design by performing these reviews. The CMAR's review of the project design and Contract Documents and providing recommendations are only advisory to the OPT.
- 1.04 Construction Management Plan and Implementation
- A. Provide and implement a written Construction Management Plan that incorporates the following elements:
 1. CMAR's organization for the Construction Phase of the project, including assigned responsibilities and level of authority within Project management;
 2. Communication plan, including plans for distribution of documents, implementation of Action Item and Decision registers, frequency of reporting and project controls;
 3. Document management plan that incorporates Communications Plan and contractual Electronic Data Protocols;
 4. Construction contract administration;
 5. Cost management;
 6. Time management;
 7. Quality management;
 8. Risk management;
 9. Safety management;
 10. Site management and environmental controls;
 11. Regulatory requirements and permits; and
 12. Procurement Strategy Plan.
 - B. Work with the OPT to incorporate requirements of the General Conditions and General Requirements (Division 01 of the Specifications) into the plan. Reference provisions in the General Conditions and General Requirements as appropriate. Prepare a draft plan and

submit for review and comment by the OPT. Respond to comments and incorporate changes suggested by review comments as appropriate.

1.05 Construction Contract Administration

- A. Work with the OPT to incorporate requirements of the General Conditions and General Requirements into administration of the Contract. Review the Owner's Construction Management Plan and suggest changes as appropriate.
- B. Communications
 - 1. Assist the Owner's Advisor with planning Project meetings, participate in these meetings and provide documentation as requested by the Owner's Advisor.
 - 2. Plan, schedule, and document meetings held with Subcontractors and Suppliers. Include the members of the OPT as appropriate.

1.06 Cost Management

- A. Provide a preliminary evaluation of the Owner's program and budget requirements to determine that CMAR will be able to construct the facilities described in that program within the Owner's Construction Budget (Budget) using conceptual estimating techniques. Discuss this initial review of the Budget with the OPT.
- B. Work with OA to update the Budget with supporting data for review by the OPT at the following intervals:
 - 1. Completion of preliminary design (30%) documents by the Engineer and approval by the Owner.
 - 2. Completion of design development (90%) documents by the Engineer and approval by the Owner.
 - 3. At appropriate intervals agreed to by the OPT and CMAR during the preparation of the Construction Documents to determine that changes to the design can be constructed within the Budget.
- C. Assist OA in preparing an updated line-item Budget based on the CMAR's proposed Procurement Strategy Plan prepared per Paragraph 1.13. This Budget is to include a line item for each anticipated Work Package, as well as line items for Construction Support Costs, the CMAR Fee, and CMAR Contingency Allowances and other costs, if any, that will be incorporated into the GMP for the Project.
- D. Assess current construction market to determine risk associated with the Budget. As an example, volatility in the cost of selected materials or equipment may drive cost above the Budget. Identify areas where costs may be lower than original estimates and if cost savings may be used to balance the Budget. Report the cost of various design and construction alternatives to the Owner, including the CMAR's assumptions in preparing its analysis, a variance analysis between budget and preliminary Budgets, and recommendations for any adjustments to the Budget. Work with the OPT to consider costs relating to efficiency, usable life, maintenance, energy, and operation as part of the cost analysis.
- E. Notify the Owner and the Owner's Advisor immediately if any estimated construction cost will cause the projected GMP to exceed the Budget. Make appropriate recommendations to the OPT if cost projections exceed the Budget.

F. Provide the Budget-related services set out in Paragraph 11.04 of the Agreement.

1.07 Time Management

- A. Provide a preliminary master schedule for the Contract. Incorporate the Owner's Advisor's preliminary schedule and the schedule for design into the preliminary master schedule. Include allowances for reasonable periods required for the review and approval of items by the OPT and for approvals of governmental authorities having jurisdiction over the Project. Prepare the preliminary master schedule in a way that the detailed construction schedule can be incorporated into the master schedule as the Project becomes better defined.
- B. Identify critical design Milestones that must be met to keep the Project on schedule. Coordinate and integrate the preliminary project schedule with the services and activities of the OPT and CMAR. Update the preliminary project schedule as design develops to indicate proposed activity sequences and durations, Milestone dates for receipt and approval of pertinent information, submittal of a GMP Proposal, preparation and processing of Shop Drawings and Samples, delivery of materials or equipment requiring long-lead time procurement, and the Owner's occupancy requirements.
- C. Make appropriate recommendations to the Owner and Owner's Advisor if preliminary project schedule updates indicate that previously approved schedules may not meet Contract Time requirements.
- D. Revise the master schedule after the GMP is established.

1.08 Quality Management

- A. Prepare CMAR's Quality Control Plan (CQCP) in accordance with the General Requirements.
 - 1. Describe the quality control organization and lines of authority. Quality control plan is to identify the quality control manager and other key individuals involved in CMAR's quality control effort. Provide the services of a dedicated quality control manager unless Owner's Advisor determines that quality control manager may combine quality control duties with other responsibilities. If quality control manager is to serve in other capacities, identify those other responsibilities and the percentage of time spent in each role. Describe the qualifications of the quality control manager (in resume format) to demonstrate experience with quality management activities and performance on successful projects.
 - 2. Provide the name and qualifications, in resume format, of other persons assigned a quality control function. Define the roles and responsibilities and authorities for each person and the types of Work or portions of the work for which each person is responsible.
 - 3. Describe CMAR's approach to managing quality during construction. Describe how CMAR will integrate quality control procedures into the execution of the Work, provide testing and inspection required to control the quality of the Work in progress and verification or acceptance testing as required by the Contract Documents and CQCP.
 - 4. Include a testing plan with details of tests to be provided. Designate the organization (Owner, Owner's Advisor, CMAR, or Testing Agency) responsible for each type of testing. Coordinate CQCP Testing Plan with testing to be provided by the Owner.

5. Describe CMAR approach for managing defective Work, including notification and documentation procedures, development and implementation of corrective action plans and documentation that record corrective action has been successful in producing Work that complies with the Contract Documents.
6. Describe the approach for scheduling, reviewing, certifying, and managing documentation provided by Subcontractors and Suppliers. Include the approach for managing the quality of submittals, documentation procedures, and process for tracking and keeping documentation up to date.

1.09 Risk Management

- A. Analyze construction risks to assess risk impact and develop appropriate risk management strategies to minimize associated costs.
- B. Identify additional information that will help with risk assessment.
- C. Provide recommendations for appropriate allocation of construction risks.
- D. Review possible impacts associated with the use of patented, licensed, or copyrighted products.
- E. Review legal requirements for subcontractor and equipment procurement for risk impacts.
- F. Suggest procurement strategies to minimize risk.

1.10 Safety Management

- A. Provide a project-specific Health and Safety Plan for the Contract to address the safety concerns associated with construction activities, including potential hazards, that complies with applicable Laws and Regulations. Write the manual with the ability to readily update the plan to incorporate needed revisions on a regular basis.
- B. The Health and Safety Plan is to include at least the following information:
 1. Background information identifying the CMAR, Project description, and location;
 2. Management accountability structure with authority to implement safety plans, stop work, or make other safety-related decisions;
 3. Role of safety representative (see General Conditions, Paragraph 7.16);
 4. Provide descriptions of qualifications and certifications related to the performance of safety representatives;
 5. Objectives of the Health and Safety Plan;
 6. Administration and enforcement of the Health and Safety Plan;
 7. Applicability of the Health and Safety Plan to various personnel categories, including the workforce, visitors, and members of the OPT;
 8. List of conditions at the Site that may pose a hazard to anyone, hazard types, and those potentially exposed;
 9. Procedures for first aid and medical attention;
 10. Emergency notifications procedures based on hazard type which specify the entity to be notified for each situation;

11. Site access control requirements to prohibit unauthorized persons from entering the Site;
12. Orientation and training requirements for workers, visitors, and members of the OPT;
13. Hazard communications and awareness plan;
14. Required safety certifications for each type of work;
15. CMAR's safety training program and effort to create and maintain a culture of safety;
16. CMAR's written safety guidelines for project-specific issues as defined by Laws and Regulations;
17. Plan for conducting safety inspection and the audit frequency and schedule;
18. Process for conducting a Job Hazard Analysis for work activities and implementing countermeasures to ensure safety, including checklist specific the Project and type of work; and
19. Accident / incident reporting procedures including monthly reporting.

C. Incorporate Owner's site safety requirements as appropriate.

1.11 Site Management and Environmental Controls

- A. Develop a plan for managing the Site during construction. The plan should address, at a minimum, management of the following:
 1. Office space for CMAR, Subcontractors and if required by Contract, the OPT;
 2. Water, sanitation, electrical, internet, and other utilities for CMAR's and OPT's operations at the Site;
 3. Storage facilities, parking, and construction equipment storage and maintenance;
 4. Protection of existing structures, trees and other landscaping, buildings, utilities, and Underground Facilities;
 5. Site security, site safety, and emergency responses;
 6. Temporary roads, temporary signage, barricades, fencing, and other devices to manage traffic to and within the Site, including provisions for delivery of materials and equipment, and maintenance during construction;
 7. Environmental conditions including storm water management, pollution control, care of water, soil management, and other temporary controls and their removal when no longer required;
 8. Reference data and control points; and
 9. Cleaning during construction and containment and disposal of waste materials.
- B. Review plan with Owner's Advisor and Owner to identify potential conflicts with operating other facilities, on-going and anticipated construction by other entities. Revise if necessary.

1.12 Regulatory Requirements and Permits

- A. Review regulatory requirements and permits required for construction. Develop a written plan for meeting applicable Laws and Regulations and obtaining permits. List the permit

requirements, entities responsible for obtaining permits, documentation required for permits and cost for obtaining and complying with these requirements.

- B. Incorporate the associated cost into the Cost of Work and inform the Owner so these can be incorporated into the Owner's Construction Budget, or the Owner's Construction Budget may be adjusted as required.
- C. Incorporate time for obtaining permits into the project schedule to ensure permits can be obtained and regulatory requirements met in time for the orderly progression of Work.

1.13 Procurement Strategy Plan

- A. Provide input to OPT regarding the current construction market, bidding climate, status of key Subcontractor and Supplier markets, and other local economic conditions.
- B. As the design develops, organize the Work into Work Packages that will (1) allow for phased construction that will shorten the overall completion schedule for the Work, (2) encourage price competition by prospective Subcontractors and Suppliers, and (3) enhance the quality and safety of the Work.
- C. Develop Subcontractor and Supplier interest in the Project consistent with state Laws and Regulations. Furnish the Owner's Advisor a list of possible Subcontractors and Suppliers, from whom competitive bids will be requested for each principal portion of the Work. Identify preferred providers based on CMAR's previous experience for quality of work, on-time delivery, and ability to complete work within bid amounts. Submission of this list is for information and discussion purposes only and not for prequalification. The review of this list will not require the OPT to investigate the qualifications of proposed Subcontractors and Suppliers, nor does it waive the right of Owner to later object to or reject any proposed Subcontractor or Supplier when bids are considered. CMAR may submit a Change Proposal for any increase in the Guaranteed Maximum Price if this change is made after the GMP has been established.
- D. Recommend to the OPT a schedule for procurement of long-lead time items required to meet the project schedule. Assist the OPT with the procurement of these long-lead items by obtaining competitive bids for these items under a separate Work Authorization.
- E. Identify critical elements of the Work that may require special procurement processes, such as prequalification of Subcontractors or Suppliers, requirement of certified or prequalified installers, or alternative contracting methods.
- F. Advise the Owner of market conditions, bid issues, design issues, or other factors which may have had an impact causing bid prices to be higher than estimated. Discuss opportunities for bringing the Project within budget with the Owner and the Owner's Advisor, in consultation with the Engineer to assist with deciding on how to proceed.

1.14 Value Engineering Studies

- A. Participate in Value Engineering reviews at the level appropriate for the projects at the completion of the first draft of the Final Design Phase documents (approximately 60% completion) to assist in identifying ways to improve value to the owner or reduce the cost for the project. Provide cost estimates to quantify potential cost savings to reduce the overall cost for the Project.

- B. Assist OA in conducting a workshop to identify potential changes which could reduce the cost of the Project or increase the value of the Project by more than the cost of the changes. Present selected alternatives for more detailed evaluation. The detailed evaluation will consider cost, ability to implement the changes, technical analysis, and the impact of changes on the Project. Ideas that pass the technical and economic analysis, and merit incorporation into the design of the project, will be presented, in a draft report, as a proposal to the OPT for consideration. Incorporate responses of the OPT in the final report.
- C. Review and comment on deliverables which include draft and final value engineering recommendation reports.

ARTICLE 2—ADDITIONAL PRECONSTRUCTION SERVICES

2.01 Additional Copies of Documents

- A. Furnish additional sets of printed documents created by the CMAR.

ARTICLE 3—BASIC PROCUREMENT SERVICES

3.01 Project Management

- A. Participate in Project Meetings
 - 1. Participate in kick-off meeting for Procurement Services. Be prepared to discuss changes in CMAR's team and organization structure for Procurement Services, assignments of responsibilities, and CMAR's plan for implementation of Procurement Services.
 - 2. Participate in periodic meetings with the OPT to review progress, coordinate efforts, and discuss planned activities related to procurement. It is anticipated that these progress meetings will occur weekly at times when procurement activities for Work Packages are underway.
- B. Provide administration of Agreement for CMAR Procurement Services, including Applications for Payment, progress reporting, management of CMAR staff, schedule for services, and deliverables.

3.02 Assembling Work Packages

- A. Assemble appropriate bid documents for distribution to prospective bidders for Work Packages in accordance with the procurement strategies defined in the Construction Management Plan and Procurement Strategy Plan (see Basic Preconstruction Services).

3.03 Advertise for Bids

- A. Publicly advertise each Work Package, soliciting bids from Subcontractors and Suppliers for each Work Package in accordance with the applicable provisions of Laws and Regulations and consistent with Yellowstone County procurement practices.
- B. Maintain a list of all entities that have requested bid documents for each Work Package (planholders) until bids are received. Provide updates of the planholders as required by the Owner's Advisor.

- C. Encourage multiple Subcontractors and Suppliers to submit bids on the Work Package so a minimum of three bids are received for each Work Package.

3.04 Pre-Bid Conferences

- A. Conduct a pre-bid conference with prospective Subcontractor and Suppliers to familiarize them with:
 - 1. Bid opportunities for Work Packages;
 - 2. Special requirements of the Contract Documents;
 - 3. Prevailing wage requirements;
 - 4. Equal employment opportunity requirements; and
 - 5. Diverse Business Enterprise requirements, if any.
- B. Obtain responses from the Owner's Advisor, in consultation with the Engineer, to all questions at pre-bid conferences requiring a modification to the Contract Documents. Prepare a record of the discussions at the pre-bid conference to assist the Owner's Advisor and Engineer in preparing Addenda as appropriate. Review and comment on Addenda prepared by the Owner's Advisor in consultation with the Engineer to incorporate responses to questions raised during or as a result of the pre-bid conference.

3.05 Addenda

- A. Receive draft Addenda prepared by the Owner's Advisor in consultation with the Engineer. Review the draft Addenda for clarity, consistency, and coordination, and provide comments to Owner's Advisor and Engineer. By conducting such reviews and providing comments, CMAR does not assume responsibility or liability, in whole or in part, for all or any part of the Project design or the content of the Contract Documents.
- B. Distribute Addenda regarding any changes in the bid process or Contract Documents to all planholders. Require verification from planholders that Addenda have been received.

3.06 Opening Bids

- A. Open bids submitted by Subcontractors and Suppliers for all Work Packages at the time and location so indicated in the advertisement for bid or as altered by addendum sent to all planholders.
- B. Where allowed by state Laws and Regulations, the CMAR may be able to self-perform portions of the Work. Require sealed bids for all Work Packages which the CMAR proposes to perform with its own resources. The CMAR must submit a sealed bid for any such Work Package to be opened at the same time and in the same manner that other bids for this Work are to be opened. The CMAR will be allowed to self-perform that Work for which the CMAR's bid demonstrates that it will provide the best value in terms of cost, schedule, and quality of Work.
- C. Review all bids submitted in the presence of the Owner and the Owner's Advisor in a way that does not disclose the contents of the bid during the selection process to any entity other than the OPT and CMAR.
- D. Compare bids received to the line-item budget prepared for the Project prior to the opening of bids. Resolve discrepancies or overlaps in bid packages to eliminate duplications or the

omission of elements of the Work that are not included in Construction Support Costs. Discuss each bid received with the OPT and recommend which bid received will provide best value for the Owner.

- E. Evaluate any substitutions or alternate bids offered by bidders. Owner's Advisor, in consultation with the Engineer, will evaluate the substitutions or alternate bids to determine the technical merit and to determine that the modifications offered are consistent with the intent of the Contract Documents. The Owner, in consultation with the Owner's Advisor and Engineer, will determine if the substitution or alternate is acceptable.
- F. The Owner will adjust the Guaranteed Maximum Price (GMP) if the Owner requires the CMAR to contract with a Subcontractor or Supplier different from the entity submitting the bid on which the GMP is based. This adjustment will be made in the GMP or by Change Order if the GMP has already been established by a Work Authorization.
- G. In the case of the need to replace a Subcontractor or Supplier under the provisions of the General Conditions Paragraph 7.10.O, Owner may direct the CMAR to obtain competitive bids for this Work if the cost proposed by the CMAR or substitute Subcontractor or Supplier for this Work differs from the line-item estimate by more than 10 percent of the line-item amount. The CMAR will not be required to advertise this Work as required in Paragraph 1.02.
- H. Make all bids public after the award of contracts or not later than 7 days after the date of the final selection of bids or proposals.

ARTICLE 4—ADDITIONAL PROCUREMENT SERVICES

4.01 Additional Work Packages

- A. Providing additional effort to procure Work Packages in addition to the number of Work Packages stipulated in Paragraph 3.02.

4.02 Additional Copies of Documents

- A. Furnishing additional sets of printed documents.

ARTICLE 5—SPECIAL SERVICES

- 5.01 The scope of services for Special Services, if any, will be the scope set forth in the Contract Amendment(s) establishing and authorizing such Special Services.



MONTCON-09

JMC MILLAN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2025

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

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

PRODUCER Billings Office Marsh McLennan Agency LLC P.O. Box 30638 Billings, MT 59107-0638	CONTACT NAME: Jana McMillan	
	PHONE (A/C, No, Ext): (406) 869-4427	FAX (A/C, No):
	E-MAIL ADDRESS: Jana.McMillan@MarshMMA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Safety National Casualty Corporation	15105
INSURED Sletten Construction Company, Inc. A Member of the MCCF PO Box 2467 Great Falls, MT 59403	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Workers Compensation			SP4067557	1/1/2025	1/1/2026	Coverage A Statutory

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Subject to the terms and conditions of the policy as issued by the Insurance Company. Self-Insured Retention for Work Comp \$1,250,000 per occurrence.
Covers Montana State Resident Employees. All claims are administered by the Montana Contractor Compensation Fund (MCCF).

Duck Creek Road Bridge Scour Mitigation

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County PO Box 35024 Billings, MT 59107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
04/22/2025

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

PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405	CONTACT NAME: Chelsey McCord PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: chelsey.mccord@hubinternational.com PRODUCER CUSTOMER ID: SLETCON-01
INSURED Sletten Construction Company PO Box 2467 Great Falls, MT 59403	INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Fire Insurance Company NAIC # 19682 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: 2-21127-TO5 Duck Creek Bridge Scour Mitigations *Contract Price: \$5,981,375

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
	PROPERTY				BUILDING	\$
	CAUSES OF LOSS	DEDUCTIBLES			PERSONAL PROPERTY	\$
	BASIC	BUILDING			BUSINESS INCOME	\$
	BROAD	CONTENTS			EXTRA EXPENSE	\$
	SPECIAL				RENTAL VALUE	\$
	EARTHQUAKE				BLANKET BUILDING	\$
	WIND				BLANKET PERS PROP	\$
	FLOOD				BLANKET BLDG & PP	\$
						\$
						\$
A	X INLAND MARINE	TYPE OF POLICY Builders Risk			X Total Value Up To:	\$ 50,000,000
	CAUSES OF LOSS				X Ded: \$50,000	\$
	NAMED PERILS	POLICY NUMBER 41MSID7635	10/01/2023	10/01/2025	X Construction Type:	\$
	X Special				X Bridge	\$
	CRIME					\$
	TYPE OF POLICY					\$
						\$
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN					\$
						\$
						\$
						\$

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Escalation Provision: 10% of the Project Maximum Limit of Insurance

Earth Movement & Volcanic Action Sublimits & Deductibles:

"Insured Projects" located in Alaska or California: Sublimit: \$1,000,000 (In any one "policy term"), Deductible: 5% of the total project values at risk at time of the loss subject to a minimum of \$100,000
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County
PO Box 35024
Billings, MT 59107

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

**ADDITIONAL REMARKS SCHEDULE**

AGENCY HUB International Mountain States Limited		License # 696870	NAMED INSURED Sletten Construction Company PO Box 2467 Great Falls, MT 59403 Cascade
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 24 FORM TITLE: Certificate of Property Insurance**Special Conditions:****"Insured projects" located in high hazard counties (except for AK, CA, HI): Sublimit: \$5,000,000 (In any one "policy term"),****Deductible: 5% of the total project values at risk at time of the loss subject to a minimum of \$100,000****All counties listed as Moderate Hazard in the Earth Movement Hazard Classifications: Sublimit: \$50,000,000 (In any one "policy term"), Deductible: 2% of the total project values at risk at time of the loss subject to a minimum of \$100,000****"Insured Projects" in all other locations: Sublimit: \$100,000,000 (In any one "policy term"), Deductible: \$25,000****Water Occurrence Deductibles:****"Insured Projects" located in Flood Zone A, Flood Zone V, Flood Zone D or Zones prefixed A, V or D: Sublimit: \$5,000,000 (In any one "policy term"), Deductible: 5% of the total project values at risk at time of the loss subject to a minimum of \$250,000****"Insured projects" located in Flood Zones B, and X(shaded): Sublimit: \$10,000,000 (In any one "policy term"), Deductible: 2% of the total project values at risk at time of the loss subject to a minimum of \$100,000****"Insured Projects" located in Flood Zones C, and X(unshaded): Sublimit: \$50,000,000 (In any one "policy term"), Deductible: \$25,000****"Insured Projects" in all other locations: Sublimit: \$50,000,000 (In any one "policy term"), Deductible: \$100,000****Windstorm or Hail/Named Windstorm Deductible:****"Insured Projects" located in High Hazard Counties as stated in Windstorm or Hail Hazard Classifications: Sublimit: \$1,000,000, Deductible: 5% of the total project values at risk at time of the loss subject to a minimum of \$100,000****"Insured projects" located in Moderate Hazard Counties as stated in Windstorm or Hail Hazard Classifications: Sublimit: \$10,000,000, Deductible: 5% of the total project values at risk at time of the loss subject to a minimum of \$100,000****"Insured Projects" in all other locations: Sublimit: \$50,000,000 (In any one "policy term"), Deductible: \$25,000****Sublimits of Insurance:****Property in Transit: 25% of the estimated Total Project Value per Occurrence subject to a maximum of \$10,000,000 per Occurrence (Deductible: \$10,000)****Property in Offsite Temporary Storage: 25% of the estimated Total Project Value per Occurrence subject to a maximum of \$10,000,000 per Occurrence (Deductible: \$10,000)****Property of Others: Included in Project Maximum Limit****Outdoor Property & Landscaping Materials: \$2,500,000 (Deductible: \$10,000)**



SLETCON-01

CMCCORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2025

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

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

PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405	CONTACT NAME: Chelsey McCord PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495 E-MAIL ADDRESS: chelsey.mccord@hubinternational.com
INSURED Sletten Construction Company PO Box 2467 Great Falls, MT 59403	INSURER(S) AFFORDING COVERAGE INSURER A : The Phoenix Insurance Company 25623 INSURER B : Travelers Property Casualty Company of America 25674 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded: \$25,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Stop Gap: MT ND WA W			DT-CO-7Y832409-PHX-24	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Employers Liab \$ 1,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			810-7Y767644-24-26	10/1/2024	10/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			CUP-7Y974805-24-26	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$ PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N If yes, describe under DESCRIPTION OF OPERATIONS below		N / A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Employers Liability (Stop Gap) provided for monopolistic states ND, WY, WA and also non-monopolistic state of MT per GN0113 1103

RE: #2-21127-T05 Duck Creek Road Bridge Scour Mitigations
Certificate Holder Name Continued: Yellowstone County (Owner) and Great West Engineering
For General Liability the attached form(s) apply:
CGD246 0419 - Blanket Additional Insured (Includes Products-Completed Operations If Required by Contract)
CGD316 0219 - Xtend Endorsement for Contractors (Blanket Waiver of Subrogation, Contractual Liability - Railroads)
SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County PO Box 35024 Billings, MT 59107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---



ADDITIONAL REMARKS SCHEDULE

AGENCY HUB International Mountain States Limited		License # 696870	NAMED INSURED Sletten Construction Company PO Box 2467 Great Falls, MT 59403 Cascade
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

CGT100 0219 – (Additional Insured, Primary and Non-Contributory if Required by Written Contract)

For Commercial Auto Liability the attached form(s) apply:

CAT353 0215 – Business Auto Extension Endorsement (Blanket Additional Insured, Blanket Waiver of Subrogation)

CAT474 0216 – Blanket Additional Insured – Primary and Non-Contributory With Other Insurance

For Umbrella Liability the attached form(s) apply:

EU0001 0716 – Excess Follow-Form and Umbrella Liability Insurance (Follow Form, Additional Insured, Primary and

Non-Contributory, Waiver of Subrogation) and extends over General Liability, Employers Liability, and Commercial Automobile

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EMPLOYERS OVERHEAD LIABILITY

This modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

LIST OF STATES

Washington Wyoming North Dakota

LIMITS OF INSURANCE

BODILY INJURY BY ACCIDENT	1,000,000	EACH ACCIDENT
BODILY INJURY BY DISEASE	1,000,000	AGGREGATE
BODILY INJURY BY DISEASE	1,000,000	EACH EMPLOYEE

None of the terms of the Coverage Part to which this endorsement is attached apply to the insurance provided by this endorsement, except for the COMMON POLICY CONDITIONS and Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS.

SECTION I – COVERAGE

1. Insuring Agreement

This insurance applies to "bodily injury" by accident or "bodily injury" by disease to your "employees". "Bodily injury" includes resulting death.

- The "bodily injury" must arise out of and in the course of the injured "employee's" employment by you.
- The employment must be necessary or incidental to your work in the state(s) listed in the Schedule above.

- You must maintain for the "employee" full Workers Compensation Insurance coverage in the Workers Compensation State Fund of the state(s) listed in the Schedule above during the term of this insurance or shall be a qualified self insurer approved by the State Workers Compensation Commission and in good standing.
- "Bodily injury" by accident must occur during the endorsement period.
- "Bodily injury" by disease must be caused or aggravated by the conditions of your em-

ployment. The "employee's" last day of last exposure to the conditions causing or aggravating such "bodily injury" by disease must occur during the endorsement period.

- If you are sued, the original "suit" and any related legal actions for damages for "bodily injury" by accident or disease must be brought in the United States of America, its territories or possessions, or Canada.

2. We Will Pay

We will pay all sums you legally must pay as damages because of "bodily injury" to your "employees", provided the "bodily injury" is covered by this insurance. No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Paragraph 5. Supplementary Payments of this COVERAGE Section.

The damages we will pay, where recovery is permitted by law, include damages:

- for which you are liable to a third party by reason of a claim or "suit" against you by that third party to recover the damages claimed against such third party as a result of injury to your "employee";
- for care and loss of services; and
- for consequential "bodily injury" to a spouse, child, parent, brother or sister of the injured "employee";

COMMERCIAL GENERAL LIABILITY

provided that these damages are the direct consequence of "bodily injury" that arises out of and in the course of the injured "employee's" employment by you; and

- d. because of "bodily injury" to your "employee" that arises out of and in the course of employment, claimed against you in a capacity other than as an employer.

3. We Will Defend

We have the right and duty to defend you, at our expense, against any claim, proceeding or "suit" seeking damages payable by this insurance. We have the right to investigate any "bodily injury" and settle these claims, proceedings and "suits".

The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III).

We have no duty to defend you against a claim, proceeding or "suit" that is not covered by this insurance. We have no duty to defend or continue defending you after we have paid our applicable limit of liability under this insurance.

4. Exclusions

This insurance does not apply to :

- a. Liability assumed under a contract or agreement. This exclusion does not apply to a warranty that your work will be done in a workmanlike manner;
- b. Punitive or exemplary damages because of "bodily injury" to an "employee" employed in violation of law;
- c. "Bodily injury" to an "employee" while employed in violation of law with your actual knowledge or the actual knowledge of any of your partners (if you are a partnership), your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company), your members or managers (if you are a joint venture or limited liability company) or your trustees (if you are a trust);
- d. Any obligation imposed by a Workers Compensation, occupational disease, unemployment compensation, or disability benefits law, or any similar law;
- e. "Bodily injury" intentionally caused or aggravated by you;

- f. Any damages for "bodily injury" with respect to which the insured is deprived of any defense or defenses;

- g. "Bodily injury" occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to "bodily injury" to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

- h. Damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any "employee", or any personnel practices, policies, acts or omissions;

- i. "Bodily injury" to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Sections 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers' or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- j. "Bodily injury" to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an "employee" due to "bodily injury" arising out of or in the course of employment, or any amendments to those laws;

- k. "Bodily injury" to a master or member of the crew of any vessel;

- l. Fines or penalties imposed for violation of federal or state law;

- m. Damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

5. Supplementary Payments

We will pay with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

COMMERCIAL GENERAL LIABILITY

- a. Reasonable expenses incurred at our request, but not loss of earnings;
- b. Premiums for bonds to release attachments and for appeal bonds in bond amounts up to the limit of our liability under this insurance;
- c. Litigation costs taxed against you;
- d. Interest on a judgment as required by law until we offer the amount due under this insurance; and
- e. Expenses we incur.

These payments will not reduce the Limits of Insurance.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations of the Coverage Part to which this endorsement is attached as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership or joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization, or the end of the endorsement period, whichever is earlier;

- b. Coverage does not apply to "bodily injury" that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations of the Coverage Part to which this endorsement is attached.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Schedule above and the following rules fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".

2. The Bodily Injury by Accident – Each Accident limit is the most we will pay for all damages because of "bodily injury" to one or more "employees" in any one accident. A disease is not "bodily injury" by accident unless it results directly from "bodily injury" by accident.

3. The Bodily Injury by Disease – Aggregate limit is the most we will pay for all damages because of "bodily injury" by disease, regardless of the number of "employees" who sustain "bodily injury" by disease;

4. The Bodily Injury by Disease – Each Employee limit is the most we will pay for all damages because of "bodily injury" by disease to any one "employee", subject to 3. above.

Under parts 3. and 4. above, "bodily injury" by disease does not include disease that results directly from "bodily injury" by accident.

The limits of this insurance apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the endorsement period, unless the endorsement period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – DEFINITIONS

1. "Bodily Injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.

COMMERCIAL GENERAL LIABILITY

2. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
3. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
4. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
5. "Suit" means a civil proceeding in which damages because of "bodily injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which you must submit or do submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which you submit with our consent.
6. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
7. "Workers Compensation Laws" means the workers or workmen's compensation law and occupational disease law of each state or territory. It includes any amendments to that law which are in effect during the endorsement period. It does not include the provisions of any law that provides non-occupational disability benefits.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

(Includes Products-Completed Operations If Required By Contract)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

- (1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and

- (b) Supervisory, inspection, architectural or engineering activities.

- (2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

- c. The additional insured must comply with the following duties:

- (1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;

- (b) The names and addresses of any injured persons and witnesses; and

- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

- (2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

XTEND ENDORSEMENT FOR CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to this Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|---|
| <p>A. Who Is An Insured – Unnamed Subsidiaries</p> <p>B. Blanket Additional Insured – Governmental Entities – Permits Or Authorizations Relating To Operations</p> | <p>C. Incidental Medical Malpractice</p> <p>D. Blanket Waiver Of Subrogation</p> <p>E. Contractual Liability – Railroads</p> <p>F. Damage To Premises Rented To You</p> |
|--|---|

PROVISIONS

A. WHO IS AN INSURED – UNNAMED SUBSIDIARIES

The following is added to **SECTION II – WHO IS AN INSURED**:

Any of your subsidiaries, other than a partnership, joint venture or limited liability company, that is not shown as a Named Insured in the Declarations is a Named Insured if:

- a. You are the sole owner of, or maintain an ownership interest of more than 50% in, such subsidiary on the first day of the policy period; and
- b. Such subsidiary is not an insured under similar other insurance.

No such subsidiary is an insured for "bodily injury" or "property damage" that occurred, or "personal and advertising injury" caused by an offense committed:

- a. Before you maintained an ownership interest of more than 50% in such subsidiary; or
- b. After the date, if any, during the policy period that you no longer maintain an ownership interest of more than 50% in such subsidiary.

For purposes of Paragraph 1. of Section II – Who Is An Insured, each such subsidiary will be deemed to be designated in the Declarations as:

- a. An organization other than a partnership, joint venture or limited liability company; or
- b. A trust;

as indicated in its name or the documents that govern its structure.

B. BLANKET ADDITIONAL INSURED – GOVERNMENTAL ENTITIES – PERMITS OR AUTHORIZATIONS RELATING TO OPERATIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any governmental entity that has issued a permit or authorization with respect to operations performed by you or on your behalf and that you are required by any ordinance, law, building code or written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" arising out of such operations.

The insurance provided to such governmental entity does not apply to:

- a. Any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the governmental entity; or
- b. Any "bodily injury" or "property damage" included in the "products-completed operations hazard".

C. INCIDENTAL MEDICAL MALPRACTICE

1. The following replaces Paragraph **b.** of the definition of "occurrence" in the **DEFINITIONS** Section:

b. An act or omission committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

2. The following replaces the last paragraph of Paragraph **2.a.(1)** of **SECTION II – WHO IS AN INSURED**:

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a), (b), (c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide:

(a) "Incidental medical services" by any of your "employees" who is a nurse, nurse assistant, emergency medical technician or paramedic; or

(b) First aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

3. The following replaces the last sentence of Paragraph **5.** of **SECTION III – LIMITS OF INSURANCE**:

For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide "incidental medical services", first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".

4. The following exclusion is added to Paragraph **2.**, **Exclusions**, of **SECTION I – COVERAGES – COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

Sale Of Pharmaceuticals

"Bodily injury" or "property damage" arising out of the violation of a penal statute or ordinance relating to the sale of

pharmaceuticals committed by, or with the knowledge or consent of, the insured.

5. The following is added to the **DEFINITIONS** Section:

"Incidental medical services" means:

a. Medical, surgical, dental, laboratory, x-ray or nursing service or treatment, advice or instruction, or the related furnishing of food or beverages; or

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances.

6. The following is added to Paragraph **4.b.**, **Excess Insurance**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

This insurance is excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to any of your "employees" for "bodily injury" that arises out of providing or failing to provide "incidental medical services" to any person to the extent not subject to Paragraph **2.a.(1)** of Section II – Who Is An Insured.

D. BLANKET WAIVER OF SUBROGATION

The following is added to Paragraph **8.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" that occurs; or

b. "Personal and advertising injury" caused by an offense that is committed;

subsequent to the execution of the contract or agreement.

E. CONTRACTUAL LIABILITY – RAILROADS

1. The following replaces Paragraph **c.** of the definition of "insured contract" in the **DEFINITIONS** Section:

c. Any easement or license agreement;

2. Paragraph **f.(1)** of the definition of "insured contract" in the **DEFINITIONS** Section is deleted.

F. DAMAGE TO PREMISES RENTED TO YOU

The following replaces the definition of "premises damage" in the **DEFINITIONS** Section:

"Premises damage" means "property damage" to:

- a. Any premises while rented to you or temporarily occupied by you with permission of the owner; or
- b. The contents of any premises while such premises is rented to you, if you rent such premises for a period of seven or fewer consecutive days.

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V – Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
- (2) The "bodily injury" or "property damage" occurs during the policy period; and
- (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

- e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided that the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "bodily injury" or "property damage", provided that:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or

- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that

is used to heat, cool or dehumidify the building, or produced by or originating from equipment that is used to heat water for personal use by the building's occupants or their guests;

- (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) If such "pollutants" are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible;
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed

to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;

- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire"; or
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are or were at any time performing operations to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) 50 feet long or less; and
 - (b) Not being used to carry any person or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft;
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify as "mobile equipment" under the definition of "mobile equipment" if such land vehicle were not subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged; or

- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment"; or

(6) An aircraft that is:

- (a) Chartered with a pilot to any insured;
- (b) Not owned by any insured; and
- (c) Not being used to carry any person or property for a charge.

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage" arising out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;

(5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and

accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

However, this exclusion does not apply to liability for damages because of "bodily injury".

q. Unsolicited Communication

"Bodily injury" or "property damage" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

r. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury" or "property damage" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

s. Asbestos

(1) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "bodily injury" or "property damage" is caused or contributed to by the hazardous properties of asbestos.

(2) "Bodily injury" or "property damage" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "bodily injury" or "property damage" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

(b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

t. Employment-Related Practices

"Bodily injury" to:

(1) A person arising out of any:

(a) Refusal to employ that person;

(b) Termination of that person's employment; or

(c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

(2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the

employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

Exclusions c. through n. do not apply to "premises damage". A separate limit of insurance applies to "premises damage" as described in Paragraph 6. of Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:

(1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and

(2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

This exclusion does not apply to "personal injury" caused by malicious prosecution.

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Or Used Prior To Policy Period

(1) "Personal and advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or

(2) "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages:

(1) That the insured would have in the absence of the contract or agreement; or

(2) Because of "personal injury" assumed by you in a contract or agreement that is an "insured contract", provided that the "personal injury" is caused by an offense committed subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed by you in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured will be deemed to be damages because of "personal injury", provided that:

(a) Liability to such party for, or for the cost of, that party's defense has also been assumed by you in the same "insured contract"; and

(b) Such attorneys' fees and litigation expenses are for defense of that party

against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

f. Breach Of Contract

"Advertising injury" arising out of a breach of contract.

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Intellectual Property

"Personal and advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

(1) Copyright;

(2) Patent;

(3) Trade dress;

(4) Trade name;

(5) Trademark;

(6) Trade secret; or

(7) Other intellectual property rights or laws.

This exclusion does not apply to:

(1) "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or

(2) Any other "personal and advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" caused by an offense committed by an insured whose business is:

(1) Advertising, "broadcasting" or publishing;

(2) Designing or determining content of websites for others; or

(3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs a.(1), (2) and (3) of the definition of "personal injury".

For the purposes of this exclusion:

(1) Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and

(2) The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts or owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-Related

Any loss, cost or expense arising out of any:

(1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or

(2) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or

neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury" arising out of:

(1) War, including undeclared or civil war;

(2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or

(3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Unsolicited Communication

"Personal and advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

q. Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

r. Asbestos

(1) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the "personal and advertising injury" is caused or contributed to by the hazardous properties of asbestos.

(2) "Personal and advertising injury" arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any "personal and advertising injury" described in Paragraph (1) above.

(3) Any loss, cost or expense arising out of any:

(a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or

assess the effects of, asbestos, asbestos fibers or products containing asbestos; or

- (b) Claim or suit by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

s. Employment-Related Practices

"Personal injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - (b) Termination of that person's employment; or
 - (c) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal injury" to that person at whom any of the employment-related practices described in Paragraph (a), (b), or (c) above is directed.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "personal injury".

COVERAGE C – MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or

- (3) Because of your operations; provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$2,500 for the cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.
2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been

assumed by the insured in the same "insured contract";

- d. The allegations in the "suit" and the information we know about the "occurrence" or offense are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
- e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
- f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverages – Coverage A – Bodily Injury And Property Damage Liability** or Paragraph **2.e.** of Section **I – Coverages – Coverage B – Personal And Advertising Injury Liability**, such payments will not be deemed to be damages for "bodily injury", "property damage" or "personal injury", and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when:

- a. We have used up the applicable limit of insurance in the payment of judgments, settlements or medical expenses; or
- b. The conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II – WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer

workers" while performing duties related to the conduct of your business;

- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs (1)(a), (b), (c) and (d) above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers", other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by;
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.

COMMERCIAL GENERAL LIABILITY

- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
 - e. Any person or organization that, with your express or implied consent, either uses or is responsible for the use of a watercraft that you do not own that is:
 - (1) 50 feet long or less; and
 - (2) Not being used to carry any person or property for a charge.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner or in which you maintain an ownership interest of more than 50%, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

For the purposes of Paragraph 1. of Section II – Who Is An Insured, each such organization will be deemed to be designated in the Declarations as:

- a. An organization, other than a partnership, joint venture or limited liability company; or
 - b. A trust;
- as indicated in its name or the documents that govern its structure.
4. Any person or organization that is a premises owner, manager or lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and

- b. Arises out of the ownership, maintenance or use of that part of any premises leased to you.

The insurance provided to such premises owner, manager or lessor is subject to the following provisions:

- a. The limits of insurance provided to such premises owner, manager or lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
 - b. The insurance provided to such premises owner, manager or lessor does not apply to:
 - (1) Any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after you cease to be a tenant in that premises; or
 - (2) Structural alterations, new construction or demolition operations performed by or on behalf of such premises owner, manager or lessor.
5. Any person or organization that is an equipment lessor and that you have agreed in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" that:
- a. Is "bodily injury" or "property damage" that occurs, or is "personal and advertising injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement; and
 - b. Is caused, in whole or in part, by your acts or omissions in the maintenance, operation or use of equipment leased to you by such equipment lessor.

The insurance provided to such equipment lessor is subject to the following provisions:

- a. The limits of insurance provided to such equipment lessor will be the minimum limits that you agreed to provide in the written contract or agreement, or the limits shown in the Declarations, whichever are less.
- b. The insurance provided to such equipment lessor does not apply to any "bodily injury" or "property damage" that occurs, or "personal and advertising injury" caused by an offense that is committed, after the equipment lease expires.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint

venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Section II – Who Is An Insured.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;
 - b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage B.
3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal injury" and "advertising injury" sustained by any one person or organization.
5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - b. Medical expenses under Coverage C;
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
 For the purposes of determining the applicable Each Occurrence Limit, all related acts or omissions committed in providing or failing to provide first aid or "Good Samaritan services" to any one person will be deemed to be one "occurrence".
6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "premises damage" to any one premises. The Damage To Premises Rented To You Limit will be:

- a. The amount shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part; or
- b. \$300,000 if no amount is shown for the Damage To Premises Rented To You Limit in the Declarations of this Coverage Part.

7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

COMMERCIAL GENERAL LIABILITY

- (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.
- e. The following provisions apply to Paragraph a. above, but only for purposes of the insurance provided under this Coverage Part to you or any insured listed in Paragraph 1. or 2. of Section II – Who Is An Insured:
- (1) Notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known to you (if you are an individual), any of your partners or members who is an individual (if you are a partnership or joint venture), any of your managers who is an individual (if you are a limited liability company), any of your "executive officers" or directors (if you are an organization other than a partnership, joint venture, or limited liability company), any of your trustees who is an individual (if you are a trust) or any "employee" authorized by you to give notice of an "occurrence" or offense.
 - (2) If you are a partnership, joint venture, limited liability company or trust, and none of your partners, joint venture members, managers or trustees are individuals, notice to us of such "occurrence" or offense must be given as soon as practicable only after the "occurrence" or offense is known by:
 - (a) Any individual who is:
 - (i) A partner or member of any partnership or joint venture;
 - (ii) A manager of any limited liability company;
 - (iii) An executive officer or director of any other organization; or
 - (iv) A trustee of any trust;that is your partner, joint venture member, manager or trustee; or
 - (b) Any employee authorized by such partnership, joint venture, limited liability company, trust or other organization to give notice of an "occurrence" or offense.
- (3) Notice to us of such "occurrence" or offense will be deemed to be given as soon as practicable if it is given in good faith as soon as practicable to your workers' compensation insurer. This applies only if you subsequently give notice to us of the "occurrence" or offense as soon as practicable after any of the persons described in Paragraph e.(1) or (2) above discovers that the "occurrence" or offense may result in sums to which the insurance provided under this Coverage Part may apply.
- However, if this policy includes an endorsement that provides limited coverage for "bodily injury" or "property damage" or pollution costs arising out of a discharge, release or escape of "pollutants" which contains a requirement that the discharge, release or escape of "pollutants" must be reported to us within a specific number of days after its abrupt commencement, this Paragraph e. does not affect that requirement.
- ### 3. Legal Action Against Us
- No person or organization has a right under this Coverage Part:
- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
 - b. To sue us on this Coverage Part unless all of its terms have been fully complied with.
- A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured, and the claimant or the claimant's legal representative.

4. Other Insurance

If valid and collectible other insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as described in Paragraphs **a.** and **b.** below.

As used anywhere in this Coverage Part, other insurance means insurance, or the funding of losses, that is provided by, through or on behalf of:

- (i) Another insurance company;
- (ii) Us or any of our affiliated insurance companies, except when the Non cumulation of Each Occurrence Limit provision of Paragraph **5.** of Section **III** – Limits Of Insurance or the Non cumulation of Personal and Advertising Injury Limit provision of Paragraph **4.** of Section **III** – Limits of Insurance applies because the Amendment – Non Cumulation Of Each Occurrence Limit Of Liability And Non Cumulation Of Personal And Advertising Injury Limit endorsement is included in this policy;
- (iii) Any risk retention group; or
- (iv) Any self-insurance method or program, in which case the insured will be deemed to be the provider of other insurance.

Other insurance does not include umbrella insurance, or excess insurance, that was bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

As used anywhere in this Coverage Part, other insurer means a provider of other insurance. As used in Paragraph **c.** below, insurer means a provider of insurance.

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below, except when Paragraph **d.** below applies.

b. Excess Insurance

(1) This insurance is excess over:

- (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is insurance for "premises damage";

(iii) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to any exclusion in this Coverage Part that applies to aircraft, "autos" or watercraft;

(iv) That is insurance available to a premises owner, manager or lessor that qualifies as an insured under Paragraph **4.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies; or

(v) That is insurance available to an equipment lessor that qualifies as an insured under Paragraph **5.** of Section **II** – Who Is An Insured, except when Paragraph **d.** below applies.

(b) Any of the other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured, or is any other insured that does not qualify as a named insured, under such other insurance.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

d. Primary And Non-Contributory Insurance If Required By Written Contract

If you specifically agree in a written contract or agreement that the insurance afforded to an insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such insured which covers such insured as a named insured, and we will not share with that other insurance, provided that:

- (1) The "bodily injury" or "property damage" for which coverage is sought occurs; and
- (2) The "personal and advertising injury" for which coverage is sought is caused by an offense that is committed;

subsequent to the signing of that contract or agreement by you.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding websites, only that part of a website that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.

2. "Advertising injury":
 - a. Means injury caused by one or more of the following offenses:
 - (1) Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2) Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light; or
 - (3) Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.
3. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".
4. "Bodily injury" means:
 - a. Physical harm, including sickness or disease, sustained by a person; or
 - b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
5. "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a. By radio or television; or
 - b. In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1) Radio or television programming being transmitted;
 - (2) Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3) Advertising transmitted with any of such programming.
6. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits in the territory described in Paragraph a. above, or in a settlement we agree to.
7. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

COMMERCIAL GENERAL LIABILITY

- 10.** "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
- 11.** "Hostile fire" means a fire which becomes uncontrollable or breaks out from where it was intended to be.
- 12.** "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a.** It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b.** You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 13.** "Insured contract" means:
- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for "premises damage" is not an "insured contract";
 - b.** A sidetrack agreement;
 - c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e.** An elevator maintenance agreement;
 - f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury", "property damage" or "personal injury" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.
- Paragraph **f.** does not include that part of any contract or agreement:
- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, roadbeds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
- (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in Paragraph **(2)** above and supervisory, inspection, architectural or engineering activities.
- 14.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 15.** "Loading or unloading" means the handling of property:
- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b.** While it is in or on an aircraft, watercraft or "auto"; or
 - c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
- 16.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - b.** Vehicles maintained for use solely on or next to premises you own or rent;
 - c.** Vehicles that travel on crawler treads;

- d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:

- (1) Power cranes, shovels, loaders, diggers or drills; or
- (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;

- e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:

- (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
- (2) Cherry pickers and similar devices used to raise or lower workers;

- f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

17. "Occurrence" means:

- a. An accident, including continuous or repeated exposure to substantially the same general harmful conditions; or

- b. An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person, unless you are in the business or occupation of providing professional health care services.

18. "Personal and advertising injury" means "personal injury" or "advertising injury".

19. "Personal injury":

- a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

- (1) False arrest, detention or imprisonment;
- (2) Malicious prosecution;
- (3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;
- (4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or
- (5) Oral or written publication, including publication by electronic means, of material that:
 - (a) Appropriates a person's name, voice, photograph or likeness; or
 - (b) Unreasonably places a person in a false light.

- b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

20. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

21. "Premises damage" means:

- a.** With respect to the first paragraph of the exceptions in Exclusion **j.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of seven or fewer consecutive days, including the contents of such premises; or
- b.** With respect to the exception to Exclusions **c.** through **n.** in the last paragraph of Paragraph **2.** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, "property damage" to any premises while rented to you for a period of more than seven consecutive days, or while temporarily occupied by you with permission of the owner, caused by:
 - (1)** Fire;
 - (2)** Explosion;
 - (3)** Lightning;
 - (4)** Smoke resulting from fire, explosion or lightning; or
 - (5)** Water.

But "premises damage" under this Paragraph **b.** does not include "property damage" to any premises caused by:

- (1)** Rupture, bursting, or operation of pressure relief devices;
- (2)** Rupture or bursting due to expansion or swelling of the contents of any building or structure caused by or resulting from water; or
- (3)** Explosion of steam boilers, steam pipes, steam engines or steam turbines.

22. "Products-completed operations hazard":

- a.** Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1)** Products that are still in your physical possession; or
 - (2)** Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a)** When all of the work called for in your contract has been completed.
 - (b)** When all of the work to be done at the job site has been completed if your

contract calls for work at more than one job site.

- (c)** When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b.** Does not include "bodily injury" or "property damage" arising out of:
 - (1)** The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2)** The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3)** Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

23. "Property damage" means:

- a.** Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or
- b.** Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

24. "Slogan":

- a.** Means a phrase that others use for the purpose of attracting attention in their advertising.
- b.** Does not include a phrase used as, or in, the name of:
 - (1)** Any person or organization, other than you; or
 - (2)** Any business, or any of the premises, goods, products, services or work, of any person or organization, other than you.

25. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

26. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

27. "Title" means a name of a literary or artistic work.

28. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

29. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

30. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

- (a) You;
- (b) Others trading under your name; or
- (c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

31. "Your work":

a. Means:

(1) Work or operations performed by you or on your behalf; and

(2) Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and

(2) The providing of or failure to provide warnings or instructions.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|---|---|
| <ul style="list-style-type: none"> A. BROAD FORM NAMED INSURED B. BLANKET ADDITIONAL INSURED C. EMPLOYEE HIRED AUTO D. EMPLOYEES AS INSURED E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS G. WAIVER OF DEDUCTIBLE – GLASS | <ul style="list-style-type: none"> H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT J. PERSONAL PROPERTY K. AIRBAGS L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS M. BLANKET WAIVER OF SUBROGATION N. UNINTENTIONAL ERRORS OR OMISSIONS |
|---|---|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b.** For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

- (1)** Any covered "auto" you lease, hire, rent or borrow; and
- (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C., Limits Of Insurance**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D.**, **Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b.**, **Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a.**, **Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph **A.4.**, **Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph **B.3.**, **Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE**:

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5.**, **Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED – PRIMARY AND NON-CONTRIBUTORY WITH OTHER INSURANCE

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

PROVISIONS

1. The following is added to Paragraph **A.1.c., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

This includes any person or organization who you are required under a written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to name as an additional insured for Liability Coverage, but only for damages to which this insurance applies and only to the extent of that person's or organization's liability for the conduct of another "insured".

2. The following is added to Paragraph **B.5., Other Insurance** of **SECTION IV – BUSINESS AUTO CONDITIONS**:

Regardless of the provisions of paragraph **a.** and paragraph **d.** of this part **5. Other Insurance**, this insurance is primary to and non-contributory with applicable other insurance under which an additional insured person or organization is the first named insured when the written contract or agreement between you and that person or organization, that is signed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, requires this insurance to be primary and non-contributory.

EXCESS FOLLOW-FORM AND UMBRELLA LIABILITY INSURANCE

THIS POLICY, IN PART, PROVIDES FOLLOW-FORM LIABILITY COVERAGE. COVERAGE WILL APPLY ON A CLAIMS-MADE BASIS WHEN FOLLOWING CLAIMS-MADE UNDERLYING INSURANCE.

COVERAGE WILL APPLY ON A DEFENSE-WITHIN-LIMITS BASIS WHEN FOLLOWING UNDERLYING INSURANCE UNDER WHICH DEFENSE EXPENSES ARE PAYABLE WITHIN, AND NOT IN ADDITION TO, THE LIMITS OF INSURANCE. WHEN FOLLOWING SUCH UNDERLYING INSURANCE, PAYMENT OF DEFENSE EXPENSES UNDER THIS POLICY WILL REDUCE, AND MAY EXHAUST, THE LIMITS OF INSURANCE OF THIS POLICY.

PLEASE READ THE ENTIRE POLICY CAREFULLY.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under **SECTION II – WHO IS AN INSURED**.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION VI – DEFINITIONS**.

SECTION I – COVERAGES

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

1. We will pay on behalf of the insured those sums, in excess of the "applicable underlying limit", that the insured becomes legally obligated to pay as damages to which Coverage **A** of this insurance applies, provided that the "underlying insurance" would apply to such damages but for the exhaustion of its applicable limits of insurance. If a sublimit is specified in any "underlying insurance", Coverage **A** of this insurance applies to damages that are in excess of that sublimit only if such sublimit is shown for that "underlying insurance" in the Schedule Of Underlying Insurance.
2. Coverage **A** of this insurance is subject to the same terms, conditions, agreements, exclusions and definitions as the "underlying insurance", except with respect to any

provisions to the contrary contained in this insurance.

3. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
4. For the purposes of Paragraph 1. above:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance will be considered to be reduced or exhausted only by the following payments:
 - (1) Payments of judgments or settlements for damages that are covered by that "underlying insurance". However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for damages that would not be covered by this Excess

Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance";

- (2) Payments of "medical expenses" that are covered by that "underlying insurance" and are incurred for "bodily injury" caused by an accident that takes place during the policy period of this Excess Follow-Form And Umbrella Liability Insurance; or
- (3) Payments of defense expenses that are covered by that "underlying insurance", only if such "underlying insurance" includes such payments within the limits of insurance. However, if such "underlying insurance" has a policy period which differs from the policy period of this Excess Follow-Form And Umbrella Liability Insurance, any such payments for defense expenses that would not be covered by this Excess Follow-Form And Umbrella Liability Insurance because of its different policy period will not reduce or exhaust the applicable limit of insurance stated for such "underlying insurance".

If the applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance is actually reduced or exhausted by other payments, Coverage **A** of this insurance is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had such limit not been actually reduced or exhausted by such other payments.

- b. If any "underlying insurance" has a limit of insurance greater than the amount shown for that insurance in the Schedule of Underlying Insurance, this insurance will apply in excess of that greater amount. If any "underlying insurance" has a limit of insurance, prior to any reduction or exhaustion by payment of damages, "medical expenses" or defense expenses described in Paragraph **a.** above, that is less than the amount shown for that insurance in the Schedule Of Underlying Insurance, this insurance will apply in excess of the amount shown for such insurance in the Schedule Of Underlying Insurance.

5. When the "underlying insurance" applies on a claims-made basis and includes a retroactive date provision, the retroactive date for Coverage **A** of this insurance is the same as the retroactive date of that "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

1. We will pay on behalf of the insured those sums in excess of the "self-insured retention" that the insured becomes legally obligated to pay as damages because of "bodily injury", "property damage", "personal injury" or "advertising injury" to which Coverage **B** of this insurance applies.
2. Coverage **B** of this insurance applies to "bodily injury" or "property damage" only if:
 - a. The "bodily injury" or "property damage" is caused by an "occurrence" that takes place anywhere in the world;
 - b. The "bodily injury" or "property damage" occurs during the policy period; and
 - c. Prior to the policy period, no insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, in whole or in part, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.
3. Coverage **B** of this insurance applies to "personal injury" or "advertising injury" caused by an offense arising out of your business, but only if the offense was committed during the policy period anywhere in the world.
4. The amount we will pay for damages is limited as described in **SECTION III – LIMITS OF INSURANCE**.
5. "Bodily injury" or "property damage":
 - a. Which occurs during the policy period; and
 - b. Which was not prior to, but was during, the policy period known to have occurred by any insured listed under Paragraph **1.** in Paragraph **B.**, **COVERAGE B –**

UMBRELLA LIABILITY of **SECTION II – WHO IS AN INSURED**, or any "employee" authorized by you to give notice of an "occurrence" or claim;

includes any continuation, change or resumption of the "bodily injury" or "property damage" after the end of the policy period.

6. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. in Paragraph **B.**, **COVERAGE B – UMBRELLA LIABILITY**, of **SECTION II – WHO IS AN INSURED** or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - a. Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - b. Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
 - c. Becomes aware by any other means that the "bodily injury" or "property damage" has occurred or has begun to occur.
7. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".
8. Coverage **B** of this insurance does not apply to damages covered by any "underlying insurance" or that would have been covered by any "underlying insurance" but for the exhaustion of its applicable limit of insurance.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

1. We will reimburse the insured, or pay on the insured's behalf, "crisis management service expenses" to which Coverage **C** applies.
2. Coverage **C** of this insurance applies to "crisis management service expenses" that:
 - a. Arise out of a "crisis management event" that first commences during the policy period;
 - b. Are incurred by the insured, after a "crisis management event" first commences and before such event ends; and
 - c. Are submitted to us within 180 days after the "crisis management advisor" advises you that the "crisis management event" no longer exists.
3. A "crisis management event" will be deemed to:

- a. First commence at the time when any "executive officer" first becomes aware of an "event" or "occurrence" that leads to that "crisis management event"; and
 - b. End when we decide that the crisis no longer exists or when the Crisis Management Service Expenses Limit has been exhausted, whichever occurs first.
4. The amount we will pay for "crisis management service expenses" is limited as described in **SECTION III – LIMITS OF INSURANCE**.
 5. A "self-insured retention" does not apply to "crisis management service expenses".
 6. Any payment of "crisis management service expenses" that we make will not be determinative of our obligations under this insurance with respect to any claim or "suit" or create any duty to defend or indemnify any insured for any claim or "suit".

D. DEFENSE AND SUPPLEMENTARY PAYMENTS

1. We will have the right and duty to defend the insured:
 - a. Under Coverage **A**, against a "suit" seeking damages to which such coverage applies, if:
 - (1) The "applicable underlying limit" is the applicable limit of insurance stated for a policy of "underlying insurance" in the Schedule Of Underlying Insurance and such limit has been exhausted solely due to payments as permitted in Paragraphs **4.a.(1)**, **(2)** and **(3)** of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**; or
 - (2) The "applicable underlying limit" is the applicable limit of any "other insurance" and such limit has been exhausted by payments of judgments, settlements or medical expenses, or related costs or expenses (if such costs or expenses reduce such limits).

For any "suit" for which we have the right and duty to defend the insured under Coverage **A**, defense expenses will be within the limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance"; or

- b. Under Coverage **B**, against a "suit" seeking damages to which such coverage applies.

2. We have no duty to defend any insured against any "suit":
 - a. Seeking damages to which this insurance does not apply; or
 - b. If any other insurer has a duty to defend.
3. When we have the duty to defend, we may, at our discretion, investigate and settle any claim or "suit". In all other cases, we may, at our discretion, participate in the investigation, defense and settlement of any claim or "suit" for damages to which this insurance may apply. If we exercise such right to participate, all expenses we incur in doing so will not reduce the applicable limits of insurance.
4. Our duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements, or defense expenses if such expenses are within the limits of insurance of this policy.
5. We will pay, with respect to a claim we investigate or settle, or "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. The cost of:
 - (1) Bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which this insurance applies; or
 - (2) Appeal bonds and bonds to release attachments;

but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - c. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of such claim or "suit", including actual loss of earnings up to \$1,000 a day because of time off from work.
 - d. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - e. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
 - f. All interest that accrues on the full amount of any judgment after entry of the judgment and before we have paid, offered to pay or deposited in court the part of the judgment that is within the

applicable limit of insurance. If we do not pay part of the judgment for any reason other than it is more than the applicable limit of insurance, we will not pay any interest that accrues on that portion of the judgment.

With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY**, these payments will not reduce the applicable limits of insurance, but only if the applicable "underlying insurance" provides for such payments in addition to its limits of insurance. With respect to a claim we investigate or settle, or "suit" against an insured we defend under **COVERAGE B – UMBRELLA LIABILITY**, these payments will not reduce the applicable limits of insurance.

SECTION II – WHO IS AN INSURED

A. COVERAGE A – EXCESS FOLLOW-FORM LIABILITY

With respect to Coverage A, the following persons and organizations qualify as insureds:

1. The Named Insured shown in the Declarations; and
2. Any other person or organization qualifying as an insured in the "underlying insurance". If you have agreed to provide insurance for that person or organization in a written contract or agreement:
 - a. The limits of insurance afforded to such person or organization will be:
 - (1) The amount by which the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement exceed the total limits of insurance of all applicable "underlying insurance"; or
 - (2) The limits of insurance of this policy; whichever is less; and
 - b. Coverage under this policy does not apply to such person or organization if the minimum limits of insurance you agreed to provide such person or organization in that written contract or agreement are wholly within the total limits of insurance of all available applicable "underlying insurance".

B. COVERAGE B – UMBRELLA LIABILITY

With respect to Coverage B:

1. The Named Insured shown in the Declarations is an insured.
2. If you are:

- a. An individual, your spouse is also an insured, but only with respect to the conduct of a business of which you are the sole owner.
- b. A partnership or joint venture, your members, your partners and their spouses are also insureds, but only with respect to the conduct of your business.
- c. A limited liability company, your members are also insureds, but only with respect to the conduct of your business. Your managers are also insureds, but only with respect to their duties as your managers.
- d. An organization other than a partnership, joint venture or limited liability company, your "officers" and directors are also insureds, but only with respect to their duties as your "officers" or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
- e. A trust, your trustees are also insureds, but only with respect to their duties as trustees.

3. Each of the following is also an insured:

- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:

(1) "Bodily injury" or "personal injury":

- (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
- (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker"

as a consequence of Paragraph **(1)(a)** above;

- (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph **(1)(a)** or **(b)** above; or
- (d) Arising out of his or her providing or failing to provide professional health care services.

Unless you are in the business or occupation of providing professional health care services, Paragraphs **(1)(a)**, **(b)**, **(c)** and **(d)** above do not apply to "bodily injury" arising out of providing or failing to provide first aid or "Good Samaritan services" by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor. Any such "employees" or "volunteer workers" providing or failing to provide first aid or "Good Samaritan services" during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

(2) "Property damage" to property:

- (a) Owned, occupied or used by; or
- (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;
you, any of your "employees" or "volunteer workers", any of your partners or members (if you are a partnership or joint venture), or any of your members (if you are a limited liability company).

- b. Any person (other than your "employee" or "volunteer worker"), or any organization, while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That

representative will have all your rights and duties under this insurance.

4. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period is an insured and will qualify as a Named Insured. No such organization is an insured or will qualify as a Named Insured for "bodily injury" or "property damage" that occurred, or "personal injury" or "advertising injury" caused by an offense committed after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

5. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, is an insured and will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage for such organization does not apply to:
 - (1) "Bodily injury" or "property damage" that occurred; or
 - (2) "Personal injury" or "advertising injury" arising out of an offense committed;

before you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations. This paragraph does not apply to any such partnership, joint venture or limited liability company that otherwise qualifies as an insured under Paragraph B. of **SECTION II – WHO IS AN INSURED**.

C. COVERAGE C – CRISIS MANAGEMENT SERVICE EXPENSES

With respect to Coverage C, the following persons and organizations are insureds and will qualify as Named Insureds:

1. The Named Insured shown in the Declarations.

2. Any organization, other than a partnership, joint venture or limited liability company, of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, on the first day of the policy period. No such organization is an insured or will qualify as a Named Insured for "crisis management service expenses" arising out of a "crisis management event" that first commences after the date, if any, during the policy period, that you no longer maintain an ownership interest of more than 50% in such organization.

3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and of which you are the sole owner, or in which you maintain an ownership interest of more than 50%, if there is no other similar insurance available to that organization. However:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
- b. Coverage for such organization does not apply to "crisis management service expenses" arising out of a "crisis management event" that occurred before you acquired or formed the organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed the organization.

No person or organization is an insured or will qualify as a Named Insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

- A. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay for the amounts described below to which this insurance applies regardless of the number of:

1. Insureds;
2. Claims made or "suits" brought;
3. Number of vehicles involved;
4. Persons or organizations making claims or bringing "suits"; or
5. Coverages provided under this insurance.

As indicated in Paragraph D.1. of **SECTION I – COVERAGES**, for any "suit" for which we have the right and duty to defend the insured under Coverage A, defense expenses will be within the

limits of insurance of this policy when such expenses are within the limits of insurance of the applicable "underlying insurance".

B. The General Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy;

except:

1. Damages and defense expenses because of "bodily injury" or "property damage" included in the "auto hazard";
2. Damages and defense expenses because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; or
3. Damages and defense expenses for which insurance is provided under any Aircraft Liability coverage included as "underlying insurance" to which no aggregate limit applies.

C. The Products-Completed Operations Aggregate Limit is the most we will pay for the sum of all:

1. Damages; and
2. Defense expenses if such expenses are within the limits of insurance of this policy; because of "bodily injury" or "property damage" included in the "products-completed operations hazard".

D. Subject to Paragraph **B.** or **C.** above, whichever applies, the Occurrence Limit is the most we will pay for the sum of all:

1. Damages, and defense expenses if such expenses are within the limits of insurance of this policy, under Coverage **A** arising out of any one "event" to which the "underlying insurance" applies a limit of insurance that is separate from any aggregate limit of insurance; and
2. Damages under Coverage **B** because of all "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence".

For the purposes of determining the applicable Occurrence Limit, all related acts or omissions committed in the providing or failing to provide first aid or "Good Samaritan services" to any one person will be considered one "occurrence".

E. The Crisis Management Service Expenses Limit is the most we will pay for the sum of all "crisis management service expenses" arising out of all "crisis management events". Payment of such "crisis management service expenses" is in addition to, and will not reduce, any other limit of insurance of this policy.

F. The limits of insurance of this policy apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations. If the policy period is extended after issuance for an additional period of less than 12 months, the additional period will be deemed part of the last preceding period for purposes of determining the limits of insurance.

SECTION IV – EXCLUSIONS

This insurance does not apply to:

A. With respect to Coverage **A** and Coverage **B**:

1. Asbestos

- a. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of asbestos, asbestos fibers or products containing asbestos, provided that the damages are caused or contributed to by the hazardous properties of asbestos.
- b. Damages arising out of the actual or alleged presence or actual, alleged or threatened dispersal of any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapors, soot, fumes, acids, alkalis, chemicals and waste, and that are part of any claim or "suit" which also alleges any damages described in Paragraph **a.** above.
- c. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, asbestos, asbestos fibers or products containing asbestos; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, asbestos, asbestos fibers or products containing asbestos.

2. Employment-Related Practices

Damages because of injury to:

- a. A person arising out of any:
 - (1) Refusal to employ that person;
 - (2) Termination of that person's employment; or

(3) Employment-related practice, policy, act or omission, such as coercion, demotion, evaluation, reassignment, discipline, failure to promote or advance, harassment, humiliation, discrimination, libel, slander, violation of the person's right of privacy, malicious prosecution or false arrest, detention or imprisonment, applied to or directed at that person, regardless of whether such practice, policy, act or omission occurs, is applied or is committed before, during or after the time of that person's employment; or

b. The spouse, child, parent, brother or sister of that person as a consequence of injury to that person as described in Paragraphs **a.(1), (2) or (3)** above.

This exclusion applies:

- a.** Whether the insured may be liable as an employer or in any other capacity; and
- b.** To any obligation to share damages with or repay someone else who must pay damages because of the injury.

3. ERISA, COBRA And Similar Laws

Any obligation of the insured under:

- a.** The Employees Retirement Income Security Act Of 1974 (ERISA) or any of its amendments;
- b.** The Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) or any of its amendments; or
- c.** Any similar common or statutory law of any jurisdiction.

4. Medical Expenses Or Payments

Any obligation of the insured under any "medical expenses" or medical payments coverage.

5. Nuclear Material

Damages arising out of:

- a.** The actual, alleged or threatened exposure of any person or property to; or
- b.** The "hazardous properties" of; any "nuclear material".

As used in this exclusion:

- a.** "Hazardous properties" includes radioactive, toxic or explosive properties;
- b.** "Nuclear material" means "source material", "special nuclear material" or "by-product material"; and
- c.** "Source material", "special nuclear material" and "by-product material" have

the meanings given them in the Atomic Energy Act of 1954 or any of its amendments.

6. Uninsured or Underinsured Motorists, No-Fault And Similar Laws

Any liability imposed on the insured, or the insured's insurer, under any of the following laws:

- a.** Uninsured motorists;
- b.** Underinsured motorists;
- c.** Auto no-fault or other first-party personal injury protection (PIP);
- d.** Supplementary uninsured/underinsured motorists (New York); or
- e.** Medical expense benefits and income loss benefits (Virginia).

7. War

Damages arising out of:

- a.** War, including undeclared or civil war; or
- b.** Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- c.** Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.

8. Workers Compensation And Similar Laws

Any obligation of the insured under a workers compensation, disability benefits or unemployment compensation law or any similar law.

B. With respect to Coverage B:

1. Expected Or Intended Bodily Injury Or Property Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

2. Contractual Liability

"Bodily injury", "property damage", "personal injury" or "advertising injury" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

3. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be liable by reason of:

- a. Causing or contributing to the intoxication of any person, including causing or contributing to the intoxication of any person because alcoholic beverages were permitted to be brought on your premises for consumption on your premises;
- b. The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- c. Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

4. Employers Liability

"Bodily injury" to:

- a. An "employee" of the insured arising out of and in the course of:
 - (1) Employment by the insured; or
 - (2) Performing duties related to the conduct of the insured's business; or
- b. The spouse, child, parent, brother or sister of that "employee" as a consequence of "bodily injury" described in Paragraph **a.** above.

This exclusion applies:

- a. Whether the insured may be liable as an employer or in any other capacity; and
- b. To any obligation to share damages with or repay someone else who must pay damages because of the "bodily injury".

5. Pollution

- a. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants".
- b. Any loss, cost or expense arising out of any:
 - (1) Request, demand, order or statutory or regulatory requirement that any insured or any other person or organization test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (2) Claim or "suit" by or on behalf of any governmental authority or any other person or organization because of testing for, monitoring, cleaning up,

removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

6. Aircraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft that is owned or operated by or rented or loaned to any insured.

7. Auto

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any "auto". Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any "auto".

This exclusion does not apply to "bodily injury" or "property damage" caused by an "occurrence" that takes place outside of the United States of America (including its territories and possessions), Puerto Rico and Canada.

8. Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership,

maintenance, use or entrustment to others of any watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to a watercraft:

- a. While ashore on premises owned by or rented to any insured; or
- b. That is 50-feet long or less and that:
 - (1) You own; or
 - (2) You do not own and is not being used to carry any person or property for a charge.

9. Electronic Data

Damages claimed for the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate "electronic data".

10. Damage To Property, Products Or Work

"Property damage" to:

- a. Property you own, rent or occupy, including any costs or expenses incurred by you, or any other person or organization, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- b. Premises you sell, give away or abandon if the "property damage" arises out of any part of those premises;
- c. Property loaned to you;
- d. Personal property in the care, custody or control of the insured;
- e. That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations if the "property damage" arises out of those operations;
- f. That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it;
- g. "Your product" arising out of "your product" or any part of it; or
- h. "Your work" arising out of "your work" or any part of it and included in the "products-completed operations hazard".

11. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property", or property that has not been physically injured, arising out of:

- a. A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- b. A delay or failure by you, or anyone acting on your behalf, to fulfill the terms of a contract or agreement.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

12. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- a. "Your product";
- b. "Your work"; or
- c. "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

13. Violation Of Consumer Financial Protection Laws

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of a "consumer financial protection law", or any other "bodily injury", "property damage", "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such violation.

14. Unsolicited Communication

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any actual or alleged violation of any law that restricts or prohibits the sending, transmitting or distributing of "unsolicited communication".

15. Access Or Disclosure Of Confidential Or Personal Information

"Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information.

16. Knowing Violation Of Rights Of Another

"Personal injury" or "advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal injury" or "advertising injury".

17. Material Published With Knowledge Of Falsity

"Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material, if done by or at the direction of the insured with knowledge of its falsity.

18. Material Published Or Used Prior To Policy Period

- a. "Personal injury" or "advertising injury" arising out of oral or written publication, including publication by electronic means, of material whose first publication took place before the beginning of the policy period; or
- b. "Advertising injury" arising out of infringement of copyright, "title" or "slogan" in your "advertisement" whose first infringement in your "advertisement" was committed before the beginning of the policy period.

19. Criminal Acts

"Personal injury" or "advertising injury" arising out of a criminal act committed by or at the direction of the insured.

20. Breach Of Contract

"Personal injury" or "advertising injury" arising out of a breach of contract.

21. Quality Or Performance Of Goods – Failure To Conform To Statements

"Advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

22. Wrong Description Of Prices

"Advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

23. Intellectual Property

"Personal injury" or "advertising injury" arising out of any actual or alleged infringement or violation of any of the following rights or laws, or any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation:

- a. Copyright;
- b. Patent;

- c. Trade dress;
- d. Trade name;
- e. Trademark;
- f. Trade secret; or
- g. Other intellectual property rights or laws.

This exclusion does not apply to:

- a. "Advertising injury" arising out of any actual or alleged infringement or violation of another's copyright, "title" or "slogan" in your "advertisement"; or
- b. Any other "personal injury" or "advertising injury" alleged in any claim or "suit" that also alleges any such infringement or violation of another's copyright, "title" or "slogan" in your "advertisement".

24. Insureds In Media And Internet Type Business

"Personal injury" or "advertising injury" arising out of an offense committed by an insured whose business is:

- a. Advertising, "broadcasting" or publishing;
- b. Designing or determining content of web-sites for others; or
- c. An Internet search, access, content or service provider.

This exclusion does not apply to Paragraphs **a.(1), (2) and (3)** of the definition of "personal injury".

For the purposes of this exclusion:

- a. Creating and producing correspondence written in the conduct of your business, bulletins, financial or annual reports, or newsletters about your goods, products or services will not be considered the business of publishing; and
- b. The placing of frames, borders or links, or advertising, for you or others anywhere on the Internet will not, by itself, be considered the business of advertising, "broadcasting" or publishing.

25. Electronic Chatrooms Or Bulletin Boards

"Personal injury" or "advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns or over which the insured exercises control.

26. Unauthorized Use Of Another's Name Or Product

"Personal injury" or "advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

C. With respect to Coverage C:

Newly Acquired, Controlled Or Formed Entities

"Crisis management service expenses" arising out of a "crisis management event" that involves any organization you newly acquire or form and that occurred prior to the date you acquired or formed that organization, even if an "executive officer" only first becomes aware of an "event" or "occurrence" that leads to such "crisis management event" after the date you acquired or formed such organization.

SECTION V – CONDITIONS

A. APPEALS

1. If the insured or the insured's "underlying insurer" elects not to appeal a judgment which exceeds the "applicable underlying limit" or "self-insured retention", we may do so.
2. If we appeal such a judgment, we will pay all costs of the appeal. These payments will not reduce the applicable limits of insurance. In no event will our liability exceed the applicable limit of insurance.

B. BANKRUPTCY

1. Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this insurance.
2. In the event of bankruptcy or insolvency of any "underlying insurer", this insurance will not replace such bankrupt or insolvent "underlying insurer's" policy, and this insurance will apply as if such "underlying insurer" had not become bankrupt or insolvent.

C. CANCELLATION

1. The first Named Insured shown in the Declarations may cancel this insurance by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this insurance by mailing or delivering to such first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 60 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to such first Named Insured's last mailing address known to us.

4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this insurance is cancelled, we will send such first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If such first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

D. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. No change can be made in the terms of this insurance except with our consent. The terms of this insurance can be amended or waived only by endorsement issued by us and made a part of this policy.

E. CURRENCY

Payments for damages or expenses described in Paragraph 5. of Paragraph D., **DEFENSE AND SUPPLEMENTARY PAYMENTS**, of **SECTION I – COVERAGES** will be in the currency of the United States of America. At our sole option, we may make these payments in a different currency. Any necessary currency conversion for such payments will be calculated based on the rate of exchange published in the Wall Street Journal immediately preceding the date the payment is processed.

F. DUTIES REGARDING AN EVENT, OCCURRENCE, CLAIM OR SUIT

1. You must see to it that we are notified as soon as practicable of an "event" or "occurrence" which may result in a claim under this insurance. To the extent possible, notice should include:
 - a. How, when and where the "event" or "occurrence" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the names and addresses of any witnesses; and
 - c. The nature and location of any injury or damage arising out of the "event" or "occurrence".
2. If a claim is made or "suit" is brought against any insured which may result in a claim under this insurance, you must see to it that we receive written notice of the claim or "suit" as soon as practicable.

3. With respect to Coverage **A**, the insured must:
 - a. Cooperate with us in the investigation, settlement or defense of any claim or "suit";
 - b. Comply with the terms of the "underlying insurance"; and
 - c. Pursue all rights of contribution or indemnity against any person or organization who may be liable to the insured because of the injury, damage or loss for which insurance is provided under this policy or any policy of "underlying insurance".
4. With respect to Coverage **B**, the insured must:
 - a. Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - b. Authorize us to obtain necessary records and other information;
 - c. Cooperate with us in the investigation, settlement or defense of any claim or "suit"; and
 - d. Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which Coverage **B** may apply.
5. No insured will, except at that insured's own expense, voluntarily make a payment, assume any obligation, make any admission or incur any expense, other than for first aid for "bodily injury" covered by this insurance, without our consent.
6. Knowledge of an "event", "occurrence", claim or "suit" by your agent, servant or "employee" will not constitute knowledge by you, unless your insurance or risk manager, or anyone working in the capacity as your insurance or risk manager, or anyone you designate with the responsibility of reporting an "event", "occurrence", claim or "suit":
 - a. Has received notice of such "event", "occurrence", claim or "suit" from such agent, servant or "employee"; or
 - b. Otherwise has knowledge of such "event", "occurrence", claim or "suit".

G. DUTIES REGARDING A CRISIS MANAGEMENT EVENT

You must:

1. Notify us within 30 days of a "crisis management event" that may result in "crisis management service expenses".
2. Provide written notice of the "crisis management event" as soon as practicable. To the extent possible, notice should include:
 - a. How, when and where that "crisis management event" took place;
 - b. The names and addresses of any persons or organizations sustaining injury, damage or loss, and the named and addresses of any witnesses;
 - c. The nature and location of any injury or damage arising out of that "crisis management event"; and
 - d. The reason that "crisis management event" is likely to involve damages covered by this insurance in excess of the "applicable underlying limit" or "self-insured retention" and involve regional or national media coverage.

H. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this insurance:

1. At any time during the policy period;
2. Up to three years after the end of the policy period; and
3. Within one year after final settlement of all claims under this insurance.

I. EXTENDED REPORTING PERIOD OPTION

1. When the "underlying insurance" applies on a claims-made basis, any automatic or basic "extended reporting period" in such "underlying insurance" will apply to this insurance.
2. When the "underlying insurance" applies on a claims-made basis and you elect to purchase an optional or supplemental "extended reporting period" in such "underlying insurance," that "extended reporting period" will apply to this insurance only if:
 - a. A written request to purchase an Extended Reporting Period endorsement for this insurance is made by you and received by us within 90 days after the end of the policy period;

- b. You have paid all premiums due for this policy at the time you make such request;
 - c. You promptly pay the additional premium we charge for the Extended Reporting Period endorsement for this insurance when due. We will determine that additional premium after we have received your request for the Extended Reporting Period endorsement for this insurance. That additional premium is not subject to any limitation stated in the "underlying insurance" on the amount or percentage of additional premium that may be charged for the "extended reporting period" in such "underlying insurance"; and
 - d. That Extended Reporting Period endorsement is issued by us and made a part of this policy.
3. Any Extended Reporting Period endorsement for this insurance will not reinstate or increase the Limits of Insurance or extend the policy period.
 4. Except with respect to any provisions to the contrary contained in Paragraphs 1., 2. or 3. above, all provisions of any option to purchase an "extended reporting period" granted to you in the "underlying insurance" apply to this insurance.

J. INSPECTIONS AND SURVEYS

1. We have the right but are not obligated to:
 - a. Make inspections and surveys at any time;
 - b. Give you reports on the conditions we find; and
 - c. Recommend changes.
2. Any inspections, surveys, reports or recommendations relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. We do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

K. LEGAL ACTION AGAINST US

1. No person or organization has a right under this insurance:
 - a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or

- b. To sue us on this insurance unless all of its terms have been fully complied with.
2. A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured. We will not be liable for damages that:
 - a. Are not payable under the terms of this insurance; or
 - b. Are in excess of the applicable limit of insurance.

An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

L. MAINTENANCE OF UNDERLYING INSURANCE

1. The insurance afforded by each policy of "underlying insurance" will be maintained for the full policy period of this Excess Follow-Form And Umbrella Liability Insurance. This provision does not apply to the reduction or exhaustion of the aggregate limit or limits of such "underlying insurance" solely by payments as permitted in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY** of **SECTION I – COVERAGES**. As such policies expire, you will renew them at limits and with coverage at least equal to the expiring limits of insurance. If you fail to comply with the above requirements, Coverage A is not invalidated. However, in the event of a loss, we will pay only to the extent that we would have paid had you complied with the above requirements.
2. The first Named Insured shown in the Declarations must give us written notice of any change in the "underlying insurance" as respects:
 - a. Coverage;
 - b. Limits of insurance;
 - c. Termination of any coverage; or
 - d. Exhaustion of aggregate limits.
3. If you are unable to recover from any "underlying insurer" because you fail to comply with any term or condition of the "underlying insurance", Coverage A is not invalidated. However, we will pay for any loss only to the extent that we would have paid had you complied with that term or condition in that "underlying insurance".

M. OTHER INSURANCE

This insurance is excess over any valid and collectible "other insurance" whether such "other insurance" is stated to be primary, contributing,

excess, contingent or otherwise. This provision does not apply to a policy bought specifically to apply as excess of this insurance.

However, if you specifically agree in a written contract or agreement that the insurance provided to any person or organization that qualifies as an insured under this insurance must apply on a primary basis, or a primary and non-contributory basis, then insurance provided under Coverage A is subject to the following provisions:

1. This insurance will apply before any "other insurance" that is available to such additional insured which covers that person or organization as a named insured, and we will not share with that "other insurance", provided that the injury or damage for which coverage is sought is caused by an "event" that takes place or is committed subsequent to the signing of that contract or agreement by you.
2. This insurance is still excess over any valid and collectible "other insurance", whether primary, excess, contingent or otherwise, which covers that person or organization as an additional insured or as any other insured that does not qualify as a named insured.

N. PREMIUM

1. The first Named Insured shown in the Declarations is responsible for the payment of all premiums and will be the payee for any return premiums.
2. If the premium is a flat charge, it is not subject to adjustment except as provided in Paragraph 4. below.
3. If the premium is other than a flat charge, it is an advance premium only. The earned premium will be computed at the end of the policy period, or at the end of each year of the policy period if the policy period is two years or longer, at the rate shown in the Declarations, subject to the Minimum Premium.
4. Additional premium may become payable when coverage is provided for additional insureds under the provisions of **SECTION II – WHO IS AN INSURED.**

O. PREMIUM AUDIT

The premium for this policy is the amount stated in Item 5. of the Declarations. The premium is a flat charge unless it is specified in the Declarations as adjustable.

P. PROHIBITED COVERAGE – UNLICENSED INSURANCE

1. With respect to loss sustained by any insured in a country or jurisdiction in which we are not licensed to provide this insurance, this insurance does not apply to the extent that insuring such loss would violate the laws or regulations of such country or jurisdiction.
2. We do not assume responsibility for:
 - a. The payment of any fine, fee, penalty or other charge that may be imposed on any person or organization in any country or jurisdiction because we are not licensed to provide insurance in such country or jurisdiction; or
 - b. The furnishing of certificates or other evidence of insurance in any country or jurisdiction in which we are not licensed to provide insurance.

Q. PROHIBITED COVERAGE – TRADE OR ECONOMIC SANCTIONS

We will provide coverage for any loss, or otherwise will provide any benefit, only to the extent that providing such coverage or benefit does not expose us or any of our affiliated or parent companies to:

1. Any trade or economic sanction under any law or regulation of the United States of America; or
2. Any other applicable trade or economic sanction, prohibition or restriction.

R. REPRESENTATIONS

By accepting this insurance, you agree:

1. The statements in the Declarations and any subsequent notice relating to "underlying insurance" are accurate and complete;
2. Those statements are based upon representations you made to us; and
3. We have issued this insurance in reliance upon your representations.

S. SEPARATION OF INSURED

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this policy to the first Named Insured shown in the Declarations, this insurance applies:

1. As if each Named Insured were the only Named Insured; and
2. Separately to each insured against whom claim is made or "suit" is brought.

T. WAIVER OR TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

1. If the insured has rights to recover all or part of any payment we have made under this insurance, those rights are transferred to us and the insured must do nothing after loss to impair them. At our request, the insured will bring suit or transfer those rights to us and help us, and with respect to Coverage A, the "underlying insurer", enforce them.

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against that person or organization, but only for payments we make because of an "event" that takes place or is committed subsequent to the execution of that contract or agreement by such insured.

2. Reimbursement of any amount recovered will be made in the following order:
 - a. First, to any person or organization (including us or the insured) who has paid any amount in excess of the applicable limit of insurance;
 - b. Next, to us; and
 - c. Then, to any person or organization (including the insured and with respect to Coverage A, the "underlying insurer") that is entitled to claim the remainder, if any.
3. Expenses incurred in the process of recovery will be divided among all persons or organizations receiving amounts recovered according to the ratio of their respective recoveries.

U. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS INSURANCE

1. Your rights and duties under this insurance may not be transferred without our written consent except in the case of death of an individual Named Insured.
2. If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

V. UNINTENTIONAL OMISSION OR ERROR

The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy will not prejudice your rights under this insurance. However, this

provision does not affect our right to collect additional premium or to exercise our rights of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

W. WHEN LOSS IS PAYABLE

If we are liable under this insurance, we will pay for injury, damage or loss after:

1. The insured's liability is established by:
 - a. A court decision; or
 - b. A written agreement between the claimant, the insured, any "underlying insurer" and us; and
2. The amount of the "applicable underlying limit" or "self-insured retention" is paid by or on behalf of the insured.

SECTION VI – DEFINITIONS

A. With respect to all coverages of this insurance:

1. "Applicable underlying limit" means the sum of:
 - a. The applicable limit of insurance stated for the policies of "underlying insurance" in the Schedule Of Underlying Insurance subject to the provisions in Paragraphs 4.a.(1), (2) and (3) of **COVERAGE A – EXCESS FOLLOW-FORM LIABILITY of SECTION I – COVERAGES**; and

- b. The applicable limit of insurance of any "other insurance" that applies.

The limits of insurance in any policy of "underlying insurance" will apply even if:

- a. The "underlying insurer" claims the insured failed to comply with any term or condition of the policy; or
 - b. The "underlying insurer" becomes bankrupt or insolvent.
2. "Auto hazard" means all "bodily injury" and "property damage" to which liability insurance afforded under an auto policy of "underlying insurance" would apply but for the exhaustion of its applicable limits of insurance.
 3. "Electronic data" means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.
 4. "Event" means an "occurrence", offense, accident, act, error, omission, wrongful act or loss.

5. "Extended reporting period" means any period of time, starting with the end of the policy period of your claims-made insurance, during which claims or "suits" may be first made, brought or reported for that insurance.
6. "Medical expenses" means expenses to which any Medical Payments section of any policy of Commercial General Liability "underlying insurance" applies.
7. "Other insurance" means insurance, or the funding of losses, that is provided by, through or on behalf of:
 - a. Another insurance company;
 - b. Us or any of our affiliated insurance companies;
 - c. Any risk retention group;
 - d. Any self-insurance method or program, in which case the insured will be deemed to be the provider of such insurance; or
 - e. Any similar risk transfer or risk management method.

"Other insurance" does not include:

 - a. Any "underlying insurance"; or
 - b. Any policy of insurance specifically purchased to be excess of the limits of insurance of this policy shown in the Declarations.
8. "Products-completed operations hazard":
 - a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all the work called for in your contract has been completed;
 - (b) When all the work to be done at the job site has been completed if your contract calls for work at more than one job site; or
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification listed in a policy of Commercial General Liability "underlying insurance" states that products-completed operations are subject to the General Aggregate Limit.
9. "Suit" means a civil proceeding which alleges damages. "Suit" includes:
 - a. An arbitration proceeding in which damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding to which the insured submits with our consent.
10. "Underlying insurance":
 - a. Means the policy or policies of insurance listed in the Schedule Of Underlying Insurance.
 - b. Includes any renewal or replacement of such policies if such renewal or replacement is during the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
 - c. Does not include any part of the policy period of any of the policies described in Paragraphs **a.** or **b.** above that began before, or that continues after, the policy period of this Excess Follow-Form And Umbrella Liability Insurance.
11. "Underlying insurer" means any insurer which provides a policy of insurance listed in the Schedule Of Underlying Insurance.

UMBRELLA

- B.** With respect to Coverage **B** and, to the extent that the following terms are not defined in the "underlying insurance", to Coverage **A**:
- 1.** "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b.** Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
 - 2.** "Advertising injury":
 - a.** Means injury, other than "personal injury", caused by one or more of the following offenses:
 - (1)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged;
 - (2)** Oral or written publication, including publication by electronic means, of material in your "advertisement" that:
 - (a)** Appropriates a person's name, voice, photograph or likeness; or
 - (b)** Unreasonably places a person in a false light; or
 - (3)** Infringement of copyright, "title" or "slogan" in your "advertisement", provided that the claim is made or the "suit" is brought by a person or organization that claims ownership of such copyright, "title" or "slogan".
 - b.** Includes "bodily injury" caused by one or more of the offenses described in Paragraph **a.** above.
 - 3.** "Auto" means:
 - a.** A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b.** Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.However, "auto" does not include "mobile equipment".
 - 4.** "Bodily injury" means:
 - a.** Physical harm, including sickness or disease, sustained by a person; or
 - b.** Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease.
 - 5.** "Broadcasting" means transmitting any audio or visual material for any purpose:
 - a.** By radio or television; or
 - b.** In, by or with any other electronic means of communication, such as the Internet, if that material is part of:
 - (1)** Radio or television programming being transmitted;
 - (2)** Other entertainment, educational, instructional, music or news programming being transmitted; or
 - (3)** Advertising transmitted with any such programming.
 - 6.** "Consumer financial identity information" means any of the following information for a person that is used or collected for the purpose of serving as a factor in establishing such person's eligibility for personal credit, insurance or employment or for the purpose of conducting a business transaction:
 - a.** Part or all of the account number, the expiration date or the balance of any credit, debit, bank or other financial account;
 - b.** Information bearing on a person's credit worthiness, credit standing or credit capacity;
 - c.** Social security number;
 - d.** Driver's license number; or
 - e.** Birth date.
 - 7.** "Consumer financial protection law" means:
 - a.** The Fair Credit Reporting Act (FCRA) and any of its amendments, including the Fair and Accurate Credit Transactions Act (FACTA);

- b. California's Song-Beverly Credit Card Act and any of its amendments; or
 - c. Any other law or regulation that restricts or prohibits the collection, dissemination, transmission, distribution or use of "consumer financial identity information".
8. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
9. "Good Samaritan services" means any emergency medical services for which no compensation is demanded or received.
10. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
- a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;
- if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
11. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
12. "Loading or unloading" means the handling of property:
- a. After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
 - b. While it is in or on an aircraft, watercraft or "auto"; or
 - c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;
- but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".
13. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
- a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads.
 - b. Vehicles maintained for use solely on or next to premises you own or rent.
 - c. Vehicles that travel on crawler treads.
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers.
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers.
 - f. Vehicles not described in Paragraph a., b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.
- However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":
- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
 - (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
 - (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.
- However, "mobile equipment" does not include any land vehicle that is subject to a compulsory or financial responsibility law, or other motor vehicle insurance law, where it is licensed or principally garaged. Such land vehicles are considered "autos".

14. "Occurrence" means:

a. With respect to "bodily injury" or "property damage":

(1) An accident, including continuous or repeated exposure to substantially the same general harmful conditions, which results in "bodily injury" or "property damage". All "bodily injury" or "property damage" caused by such exposure to substantially the same general harmful conditions will be deemed to be caused by one "occurrence"; or

(2) An act or omission committed in providing or failing to provide first aid or "Good Samaritan services" to a person by any of your "employees" or "volunteer workers" other than an employed or volunteer doctor, unless you are in the business or occupation of providing professional health care services;

b. With respect to "personal injury", an offense arising out of your business that results in "personal injury". All "personal injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits"; and

c. With respect to "advertising injury", an offense committed in the course of advertising your goods, products and services that results in "advertising injury". All "advertising injury" caused by the same or related injurious material, act or offense will be deemed to be caused by one "occurrence", regardless of the frequency or repetition thereof, the number and kind of media used or the number of persons or organizations making claims or bringing "suits".

15. "Officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.

16. "Personal injury":

a. Means injury, other than "advertising injury", caused by one or more of the following offenses:

(1) False arrest, detention or imprisonment;

(2) Malicious prosecution;

(3) The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, provided that the wrongful eviction, wrongful entry or invasion of the right of private occupancy is committed by or on behalf of the owner, landlord or lessor of that room, dwelling or premises;

(4) Oral or written publication, including publication by electronic means, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services, provided that the claim is made or the "suit" is brought by a person or organization that claims to have been slandered or libeled, or that claims to have had its goods, products or services disparaged; or

(5) Oral or written publication, including publication by electronic means, of material that:

(a) Appropriates a person's name, voice, photograph or likeness; or

(b) Unreasonably places a person in a false light.

b. Includes "bodily injury" caused by one or more of the offenses described in Paragraph a. above.

17. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

18. "Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use will be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use will be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, "electronic data" is not tangible property.

19. "Self-insured retention" is the greater of:

a. The amount shown in the Declarations which the insured must first pay under Coverage B for damages because of all

"bodily injury", "property damage", "personal injury" or "advertising injury" arising out of any one "occurrence"; or

- b. The applicable limit of insurance of any "other insurance" that applies.

20. "Slogan":

- a. Means a phrase that others use for the purpose of attracting attention in their advertising.
- b. Does not include a phrase used as, or in, the name of:
 - (1) Any person or organization other than you; or
 - (2) Any business, or any of the premises, goods, products, services or work, of any person or organization other than you.

21. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

22. "Title" means the name of a literary or artistic work.

23. "Unsolicited communication" means any communication, in any form, that the recipient of such communication did not specifically request to receive.

24. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed by you.

25. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name; or
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
 - (2) The providing of or failure to provide warnings or instructions.
- c. Does not include vending machines or other property rented to or located for the use of others but not sold.

26. "Your work":

- a. Means:

- (1) Work or operations performed by you or on your behalf; and
- (2) Materials, parts or equipment furnished in connection with such work or operations.

- b. Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

C. With respect to Coverage C:

- 1. "Crisis management advisor" means any public relations firm or crisis management firm approved by us that is hired by you to perform "crisis management services" in connection with a "crisis management event".
- 2. "Crisis management event" means an "event" or "occurrence" that your "executive officer" reasonably determines has resulted, or may result, in:
 - a. Damages covered by this Coverage **A** or Coverage **B** that are in excess of the total applicable limits of the "underlying insurance" or "self-insured retention"; and
 - b. Significant adverse regional or national media coverage.
- 3. "Crisis management service expenses" means amounts incurred by you, after a "crisis management event" first commences and before such event ends:
 - a. For the reasonable and necessary:
 - (1) Fees and expenses of a "crisis management advisor" in the performance for you of "crisis management services" solely for a "crisis management event"; and

UMBRELLA

- (2) Costs for printing, advertising, mailing of materials or travel by your directors, officers, employees or agents or a "crisis management advisor" solely for a "crisis management event"; and
- b. For the following expenses resulting from such "crisis management event", provided that such expenses have been approved by us:
 - (1) Medical expenses;
 - (2) Funeral expenses;
 - (3) Psychological counseling;
 - (4) Travel expenses;
 - (5) Temporary living expenses;
 - (6) Expenses to secure the scene of a "crisis management event"; or
 - (7) Any other expenses pre-approved by us.
- 4. "Crisis management services" means those services performed by a "crisis management advisor" in advising you or minimizing potential harm to you from a "crisis management event" by maintaining or restoring public confidence in you.
- 5. "Executive officer" means your:
 - a. Chief Executive Officer;
 - b. Chief Operating Officer;
 - c. Chief Financial Officer;
 - d. President;
 - e. General Counsel;
 - f. General partner (if you are a partnership); or
 - g. Sole proprietor (if you are a sole proprietorship);or any person acting in the same capacity as any individual listed above.



SLETCON-01

CMCCORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/21/2025

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

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

PRODUCER License # 696870 HUB International Mountain States Limited 400 Park Drive South Great Falls, MT 59405	CONTACT NAME: Chelsey McCord	
	PHONE (A/C, No, Ext): (406) 453-1464 FAX (A/C, No): (866) 801-0495	
	E-MAIL ADDRESS: chelsey.mccord@hubinternational.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Berkley Assurance Company	39462
INSURED Sletten Construction Company PO Box 2467 Great Falls, MT 59403	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Professional Liab			PCADB-5026055-1024	10/1/2024	10/1/2025	Claim/Aggregate 3,000,000
A	Pollution Liability			PCADB-5026055-1024	10/1/2024	10/1/2025	Occurrence/Aggregate 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Self Insured Retention: \$50,000 Each Claim

RE: #2-21127-T05 Duck Creek Road Bridge Scour Mitigations

Certificate Holder Name Continued: Yellowstone County (Owner) and Great West Engineering

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County PO Box 35024 Billings, MT 59107	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: YCSO-ATF MOU

Submitted By: Carol Redler

TOPIC:

YCSO-ATF MOU for Overtime Reimbursement

BACKGROUND:

PSN Task Force - renewal of existing agreement.

RECOMMENDED ACTION:

Approval.

Attachments

YCSO-ATF MOU



U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

*Washington, DC 20226
www.atf.gov*

MEMORANDUM OF AGREEMENT

**Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives**

And

Yellowstone County Sheriff's Office

**for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE**

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the Yellowstone County Sheriff's Office, headquartered in Billings, MT, for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Yellowstone County Sheriff's Office in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective with the signatures of all parties, and if signed on different dates the later date. This MOA terminates at the close of business on April 30, 2030, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

- A.** Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that

are incurred in a joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.

- B. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.
- C. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Yellowstone County Sheriff's Office and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: Project Safe Neighborhoods (PSN)

V. CONDITIONS AND PROCEDURES

- A. The Yellowstone County Sheriff's Office shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Yellowstone County Sheriff's Office shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.
- B. The Yellowstone County Sheriff's Office shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Yellowstone County Sheriff's Office shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

- C.** The Yellowstone County Sheriff's Office shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form, the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, Attn: Kirby Fanus, 2929 Third Ave N, Suite 200, Billings,
MT 59101, Kirby.fanus@atf.gov

- D.** The Yellowstone County Sheriff's Office may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.
- E.** Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Yellowstone County Sheriff's Office and submitted to ATF field office for signature and verification of the invoice.
- F.** The Yellowstone County Sheriff's Office will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.
- (1). If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.
- (2). No waivers or extensions will be granted or honored. The Yellowstone County Sheriff's Office will submit the request for reimbursement email to the following address:

ATF, Attn: Kirby Fanus, 2929 Third Ave N, Suite 200, Billings,
MT 59101, Kirby.fanus@atf.gov

- G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Yellowstone County Sheriff's Office for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.
- H. The Yellowstone County Sheriff's Office acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations, ordinance or contract regardless of the reimbursable overtime charges incurred.
- I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.
- J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.
- K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.
- L. The ATF supervisor will forward all approved reimbursement requests to the Field Operations, Resource Management Branch for payment.
- M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Yellowstone County Sheriff's Office agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process request for overtime for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Yellowstone County Sheriff's Office and is not intended to confer any right or benefit to any private person or party.

IX. LIMITATIONS

- A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.
- B. A determination that any term of this MOA is invalid for any reason shall not affect the validity of the remaining terms.

- C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, or other applicable laws.
- D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).
- E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.
- F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.
- G. The terms and provisions in this Agreement shall be construed under the applicable federal statutes and regulations.

X. SIGNATURES AND ACKNOWLEDGEMENT


- A. By subscription of their signatures below, the Parties represent and warrant that they are duly authorized to enter into this MOA on behalf of ATF and Yellowstone County Sheriff's Office respectively. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

IHOR
KOLCIO

Digitally signed by IHOR
KOLCIO
Date: 2025.04.22
09:13:09 -04'00'

I Stephan Kolcio
Deputy Chief Financial Officer
Office of Management
ATF
Date: _____

Brent Beavers
Special Agent in Charge
Denver Field Division
ATF
Date: _____


Mike Linder
Sheriff
Yellowstone County Sheriff's Office
Date: 4-23-25

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - County Attorney - 1 Termination; Road & Bridge - 1 Termination; MetraPark - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

APR 23 2025

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Laura Watson Effective Date: 4/18/25
Current Title: Senior Deputy County Attorney Gr. K Salary \$ 109,316.27
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: X New Hire: _____
Regular Part Time: _____ Rehire: _____

Temp Full Time: _____
Temp Part Time: _____ Termination: X

Seasonal Hire: _____ Promotion: _____

Replaces position _____ Transfer: _____

Name _____
New Budgeted Position _____ Demotion: _____

Other: _____ Reclassification: _____

Funding: 2301 - 122 - 41100 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Lance Smith
Elected Official/Department Head 4/14/25 Date _____

Section 2

Human Resources:

Finance:

Note: _____ Note: _____
Director 4-21-25 Director 4-21-25
Date _____ Date _____

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MM _____
Member MM _____
Member MM _____

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

APR 29 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Wesley Chapel Effective Date: 4-16-25
Current Title: Equipment Service Worker Gr. Salary \$ 20.82
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: ☒ New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: X Probation
Temp Part Time:
Seasonal Hire: Promotion:
Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

Funding: 2110 - 401 - 430200 - 110 Percent New Account
 - - - Percent Split Account

X Gandy M 4-16-25
Elected Official/Department Head Date

Section 2

Finance:

Human Resources:

Note: Note:
 Director Wesley Chapel Date 4.21.25
 Director Date

H.R. Comments: Commissioner's Action
Approve Disapprove

Chair MM
Member MSN
Member JD

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

APR 20 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Richard Seymour Effective Date: 4-15-25
Current Title: Event Mgmt Gr. OL Salary \$ AG. 98
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: Resigned
Temp Part Time: _____
Seasonal Hire: _____ Promotion: _____
Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____
Other: _____ Reclassification: _____

Funding: 5810 - 554 - 460442 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

C.R. 4/14/25
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: _____
Stegman 4-18-25
Director Date

Note: _____
Julie Jones 4.21.25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Chair MM _____
Member MSW _____
Member JD _____

revised 02/13

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit - April 1 to April 15, 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

APR 21 2025

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT

April 1 to April 15, 2025

Date: 4/21/2025

To: Board of County Commissioners

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
4/21/25	Wood, Adrienne	Elections	Remove sick hrs. and update accruals
4/21/25	Idstrom, Leslie	Extension	Correct hrs. and update accruals
4/21/25	Hayden, Hannah	Justice Court	Correct hrs. and update accruals
4/21/25	Mann, Audrey	Justice Court	Add 1.25 sick and update accruals
4/21/25	Aiello, Devin	Sheriff	Accruals are incorrect s/b s=3.68, V=4.64

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - MetraPark Advisory Board Minutes March 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

MetraPark Advisory Board Minutes

**Proposed Minutes MetraPark Advisory Board Meeting
March 25, 2025**

ATTENDING BOARD MEMBERS: Dana Bishop, Pam Ask, Charlie Loveridge, Kevan Bryan, Jase Muri, Brian Brown, Jennifer Sayler, Woody Woods, Joy Culver,

ABSENT: Steve Hurd, Mike Mayott

COMMISSIONERS: John Ostlund, Mark Morse, Mike Waters

OTHERS: MetraPark Staff: Tim Wombolt, Michaela Woempner, Kate Hogan, Darcie Tempel, Liz Arlian, Callie Clark, David Roth, Casey Conlon, Aly Eggart, David Allen, Aaron Leavitt, Todd Garlock, Evelyn Pyburn, Deb Christensen (recording)

GUESTS:

Aly Eggart introduced Casey Conlon. He has taken Evan Black's position for the board.

OPENING REMARKS

Vice President Dana Bishop called the meeting to order and greeted everyone in attendance.

MINUTES

The motion to approve was made by Pam Ask and seconded by Charlie Loveridge. They were approved unanimously.

MANAGERS REPORTS

Monthly reports are in the packets.

Stoney Field –Stoney is out of town at Mid-West Fairs. He has a report in the packet.

Tim Goodridge – Tim is out of town at Mid-West Fairs.

Tim Wombolt – report in the package. The gaps reported for Operations and Entertainment are due to restructuring that has been done since last year.

Cody Reitz – Cody was not available for the meeting today but here is a report in the packet. Mike Waters asked Darcie about the lack of concerts this year. Darcie reiterated Cody's statement that it is due to lack of touring acts this year. Darcie reported that we more than likely will not have an overall MontanaFair sponsor this year. She said that it will not necessarily affect the bottom line.

Mike Groscop – no report in the packet due to time constraints. Charlie asked how the

“healthy food” options went over the last few weeks. He reported that he is pleased with the outcome and expects that it will continue to get better.

Craig Peterson – Report is in the packet. Craig was absent from the meeting,
Fair Committee- Michaela had a report in the packet. The Pepsi Concert series is on sale as is the 6 pack of gate passes.

David Roth – brought a report to the meeting. PBR tickets are selling but Friday is a little lower than last year. Saturday is about on track.

CMS – Aaron Leavitt and Todd Garlock were in attendance. Aaron reported that things went relatively smooth for the last few weeks with basketball and wrestling. They have been monitoring the bags, making sure that medical bags are indeed medical bags and same with diaper bags. Teams are using the back doors. Dana said there will be approximately 2500-2700 wrestlers this weekend for the MT Open. Aaron reported that it just makes it easier if everyone is consistent with the rules from the beginning.

All Committee – Minutes was in the packet. Woody mentioned that the board still needs to get “Friends of the Fair” sponsorships in. Woody wanted to let the board know about “Special Needs Day” for the fair. The board is invited to help and participate as it is a very rewarding day. Meetings for All Committee will be on 2nd Thursday of the month at 9 am in the Hospitality Room on the 3rd floor of MetraPark. David Allen said he is loving seeing all the new dirt for the arena. They are busy selling sponsorships for the rodeo for MontanaFair. He gave kudos to the bidding process for the excellent choice on the arena hardware that was chosen as it is world class. There will be approximately 3200 seats with 300 VIP.

Unfinished Business- N/A

New Business – N/A

Commissioners Comments – Mark Morse said he is happy with the way things are shaping up. Mike waters explained the move of the Elections Department to Cedar Hall on MetraPark grounds. They will be paying rent for the building. This will be for 2026. John thanked Mike for the good lunch.

Advisory Board Comments – N/A

Public comment – N/A

Meeting was adjourned.

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: EMPG - FY24-25 Quarter 3 Reimbursement Request Submitted

Submitted For: Annemarie Overcast, DES Coordinator

Submitted By: Annemarie Overcast, DES Coordinator

TOPIC:

EMPG - FY24-25 Quarter 3 Reimbursement Request Submitted

BACKGROUND:

Reimbursement request submitted to the state on 4/24/2025

RECOMMENDED ACTION:

Note for the Record

Attachments

FY24-25 Q3 Reimbursement Request

EMPG_FY24-25 Q3

FY25 EMPG - Yellowstone County – Yellowstone County Q3

Organization and Grant Information

Funder Organization Montana Disaster and Emergency Services

Grant Name FY25 EMPG - Yellowstone County

Payment Request Information

Payment Request Name Yellowstone County Q3

Date Created 4/24/2025

Expenses From 1/1/2025 To 3/31/2025

Payment Type Reimbursement

Payment Request Status Submitted

Date Submitted 4/24/2025 3:16 PM

Submitted By Annemarie Overcast

Financial Detail

	Expensed	Cash Match	In-Kind Match	Other Funding	Match	Grant Funded	Grant-Funded Remaining ⓘ
A. Organization: Personnel Salary	\$43,142.46	\$21,571.23	\$0.00	\$0.00	\$21,571.23	\$21,571.23	\$7,742.79
B. Organization: Fringe Benefits	\$13,162.48	\$6,581.24	\$0.00	\$0.00	\$6,581.24	\$6,581.24	\$5,045.78
C. Operational	\$3,033.80	\$1,516.90	\$0.00	\$0.00	\$1,516.90	\$1,516.90	\$1,245.54



Cancel

	Expensed	Cash Match	In-Kind Match	Other Funding	Match	Grant Funded	Grant-Funded Remaining ⓘ
Utilities							
F. Public Information and Warning System	\$2,432.70	\$1,216.35	\$0.00	\$0.00	\$1,216.35	\$1,216.35	\$1,301.90
G. Consultants / Contractual	\$1,500.72	\$750.36	\$0.00	\$0.00	\$750.36	\$750.36	(\$131.62)
K. Soft Match / In-Kind Match	\$5,369.78	\$2,684.89	\$0.00	\$0.00	\$2,684.89	\$2,684.89	(\$6,354.21)
Totals	\$68,641.94	\$34,320.97	\$0.00	\$0.00	\$34,320.97	\$34,320.97	

Requested Amount

\$34,320.97

Remaining Grant Balance

\$19,572.24

Additional Information

Comments

- Attachments

FY24_Q3 Reimbursement

FY24_Q3 Soft Match

FY25 EMPG - Yellowstone County – Award Details

Award Information and Status

Name	FY21 EMPG ARPA - Yellowstone County (FY24)
Recipient Name	Yellowstone County DES
Recipient Award Name	FY25 EMPG - Yellowstone County
Award Status	Approved
Grant-Funded Amount ⓘ	\$130,000.00
Match Requirement ⓘ	\$130,000.00
Total Budget ⓘ	\$260,000.00
Expenses To Date ⓘ	\$240,427.76
Match Contributions To Date ⓘ	\$120,213.88
Invoiced To Date ⓘ	\$120,213.88
Pending Invoices ⓘ	\$73,696.32
Approved Invoices ⓘ	\$46,517.56
Cash Received To Date ⓘ	\$0.00
Remaining Available Grant-Funded Amount ⓘ	\$9,786.12
Remaining Match Requirement ⓘ	\$9,786.12
Remaining Available Budget ⓘ	\$19,572.24

Fund Activity Categories



Post-Award Information

Funder Manager Genny Lighthiser

Funder Additional Users Jeff Gates

Recipient Manager

Recipient Additional Users

Award Identification Number

RFP ID Number

Funding Opportunity Number

Assistance Listings Number

Awarded Date 7/1/2024

Start Date 7/1/2024

Grant Year 1 End Date ⓘ 6/30/2025

End Date 6/30/2025

Length of Award 1 year 0 months 0 days

Close Out Date 8/15/2025

Activity Code (NAICS or NTEE-NPC)

Federal Agency and Organizational
Element

Identifying Number Assigned by
Federal Agency

Recipient Account Number

Description

Recipient Description

Award Details

Eligibility Requirements

Additional Information
Derek Yeager
Director, Department of Emergency Services
Yellowstone County
316 N. 26th Street Billings, MT 59101
Office: 406-256-2775

Award Budget Information

Awarded Amount	\$130,000.00	View Awarded Amount History
Cash Match Amount	\$130,000.00	
In-Kind Match Amount	\$0.00	
Other Funding Amount	\$0.00	
Total Budget	\$260,000.00	

Record Information

Record Id	2149
Unique Identifier	
Record Status	Finalized

B.O.C.C. Regular

Meeting Date: 04/29/2025

Title: Response to Audit Findings - April 22, 2025

Submitted By: Amy Mills

TOPIC:

April 1 - April 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

April 1 to April 15, 2025

Date: 4/21/2025

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
4/21/25	Wood, Adrienne	Elections	Remove sick hrs. and update accruals
4/21/25	Idstrom, Leslie	Extension	Correct hrs. and update accruals
4/21/25	Hayden, Hannah	Justice Court	Correct hrs. and update accruals
4/21/25	Mann, Audrey	Justice Court	Add 1.25 sick and update accruals
4/21/25	Aiello, Devin	Sheriff	Accruals are incorrect s/b s=3.68, V=4.64