

**OFFICIAL AGENDA
TUESDAY July 15, 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

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

Amended Tract 1, Certificate of Survey 2773

2. COMMISSIONERS

- a. MOU with Big Sky Economic Development to Allocate Funding
- b. Board Appointments - Allies in Aging Board
- c. FY26 Yellowstone Art Museum Funding

3. COUNTY ATTORNEY

- a. Resolution 25-85 Requesting Prosecutorial Assistance in State v. M.C.
- b. Agreement w/ Pine Technologies for JustWare Support

4. FACILITIES

Vehicle Title for Auction

5. FINANCE

- a. JTLS Notice of Lease Termination - County Admin Building
- b. Disposition of Assets Miscellaneous Equipment

6. **PLANNING DEPARTMENT**

Transportation Alternatives Grant Program Application Recommendations to PCC. The BOCC heard the details of the two TA grant applications under consideration at its July 9 Discussion Session.

7. **PUBLIC WORKS**

- a. Funding Agreement with MDT - Overlay Project of the Johnson Lane/Coulson Road Intersection
- b. Contract with Askin Construction for the Lockwood Sidewalk Project
- c. Johnson Lane and Coulson Road Contract with Askin Construction - Change Order #1

8. **SHERIFF**

Huntley Project School District SRO Agreement 2025-2026

9. **TREASURER**

Motor Vehicle Memorandum of Understanding between Yellowstone County and the Montana Department of Justice's Motor Vehicle Division

10. **HUMAN RESOURCES**

- a. Yellowstone County Breastfeeding in the Workplace Policy 25-84
- b. Yellowstone County Class Specification for Road & Bridge Foreperson
- c. **PERSONNEL ACTION REPORTS - Motor Vehicle** - 1 Appointment; **Youth Services Center** - 1 Appointment; **Sheriff's Office** - 2 Appointments, 5 Salary & Other; **County Attorney** - 2 Terminations; **Detention Facility** - 1 Appointment, 1 Termination

FILE ITEMS

1. **AUDITOR**

Payroll Audit June 16 - June 3, 2025

2. **CLERK OF DISTRICT COURT**

- a. Checks and Disbursements for May 2025
- b. Checks and Disbursements June 2025

3. **COMMISSIONERS**

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending June 30, 2025

4. **HUMAN RESOURCES**

June 16 - June 30 Payroll Audit

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: CSA 2773

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Amended Tract 1, Certificate of Survey 2773

BACKGROUND:

Condition of road abandonment, Lucern Avenue.

RECOMMENDED ACTION:

Execute.

B.O.C.C. Regular

2. a.

Meeting Date: 07/15/2025

Title: MOU with Big Sky Economic Development to Allocate Funding

Submitted By: Erika Guy

TOPIC:

MOU with Big Sky Economic Development to Allocate Funding

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

MOU with Big Sky Economic Development to Allocate Funding

MEMORANDUM OF UNDERSTANDING

This document is a Memorandum of Understanding (AGREEMENT) between Yellowstone County (COUNTY) and the Big Sky Economic Development (BSED) (collectively “PARTIES”) to allocate funding to BSED and support their investment in economic development in Yellowstone County.

This AGREEMENT is created with an effective date of July 1, 2025. The AGREEMENT sets forth the following terms pursuant to which BSED and COUNTY shall agree:

I. Background and Acknowledgment

BSED is a leading force for economic advancement in Yellowstone County. Through its work in business recruitment and retention, entrepreneurship support, infrastructure planning, and public-private collaboration, BSED enhances economic opportunity and community prosperity.

Yellowstone County has traditionally provided annual funding in support of BSED’s operations. This financial support reflects the County’s longstanding recognition of BSED’s substantial contributions to economic growth and resilience. While the County faces increased fiscal pressure—particularly due to rising public safety costs—it remains committed to supporting BSED’s mission.

II. Purpose

This AGREEMENT establishes and affirms the ongoing partnership between the COUNTY and BSED. The purpose of this AGREEMENT is to outline the funding arrangement between the parties and to reaffirm Yellowstone County’s support for BSED’s critical role in driving economic development throughout the region.

III. COUNTY’S Responsibilities

1. COUNTY agrees to provide BSED with funding in the amount of **\$1,300,000** for Fiscal Year 2026.
2. The funding will be disbursed in accordance with COUNTY’s fiscal policies and applicable budget procedures.

IV. BSED’s Responsibilities

1. BSED agrees to use COUNTY’s funding allocation solely to support programs and initiatives that promote and increase economic development in Yellowstone County.

2. BSED will provide the Yellowstone County Board of County Commissioners with a brief year-end report summarizing how the funds were utilized and outlining measurable outcomes related to economic development efforts.

V. Duration

This MOU shall be effective for one (1) year from the Effective Date. Upon mutual written agreement of both parties, this MOU may be renewed for additional one-year terms. The amount of money allocated by COUNTY for any subsequent term of this agreement will be established at the Yellowstone County budget hearings for the additional term's fiscal year.

VI. Authorized Representatives

The parties appoint the following authorized representatives to receive notices and to provide direct communication between the parties:

For BSED:

Paul Green, Executive Director
201 N. Broadway
Billings, Montana 59101

For COUNTY:

Jen Jones, Finance Director
316 N. 26th, Rm 3401
Billings, Montana 59101

VII. Indemnification

Each of the parties hereto shall indemnify, hold harmless, and defend the other party, its agents, employees and officials, against any and all claims, demands, causes of action, damages, costs expenses, liability or judgment against the other party for personal injury, death or property damages caused by the negligence of the party, its agents, employees or contractors arising from, growing out of, or in any way connected with or incidental to performance of this agreement. Indemnity under this agreement shall commence on the date of execution hereof and shall continue for the entire term this agreement is in effect. Either party shall notify the other party, in writing, within ten (10) days of any claim made on the obligations indemnified against hereunder.

VIII. Governing Law, Informal Dispute Resolution, Venue

This MOU shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

BIG SKY ECONOMIC
DEVELOPMENT

Mark Morse, Chair

Paul Green, Executive Director

Michael J. Waters, Member

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

2. b.

Meeting Date: 07/15/2025

Title: Board Appointments

Submitted By: Erika Guy

TOPIC:

Board Appointments - Allies in Aging Board

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Board Appointments - Allies in Aging

Yellowstone County



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

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

July 15, 2025

Ms. Brooke Rivera
2351 Larchwood Ln
Billings, MT 59106

RE: Allies in Aging Board

Dear Ms. Rivera,

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 June 30, 2028.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

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

July 15, 2025

Mr. Brian Macy
2345 King Ave West, STE E
Billings, MT 59103

RE: Allies in Aging Board

Dear Mr. Macy,

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 June 30, 2028.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

July 15, 2025

Ms. Corrine Street
712 Summit Ridge Rd
Billings, MT 59101

RE: Allies in Aging Board

Dear Ms. Street,

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 June 30, 2028.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

July 15, 2025

Ms. Ronna Voges
3105 La Paz Dr
Billings, MT 59101

RE: Allies in Aging Board

Dear Ms. Voges,

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 June 30, 2028.

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

BOCC/eg

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Ms. Erika Purington, Po Box 20895, Billings, MT 59104

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

July 15, 2025

Ms. Linda Roer
215 Birchwood Dr
Billings, MT 59102

RE: Allies in Aging Board

Dear Ms. Roer,

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 June 30, 2028.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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(406) 256-2701
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P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

July 15, 2025

Mr. Jeff Tibbals
1341 Tania Circle
Billings, MT 59105

RE: Allies in Aging Board

Dear Mr. Tibbals,

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 June 30, 2028.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

July 15, 2025

Mr. Graham Scott
3728 Ben Hogan Ln
Billings, MT 59106

RE: Allies in Aging Board

Dear Mr. Scott,

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 June 30, 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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

July 15, 2025

Ms. Heather Hirsch
401 N. 31st Street
Billings, MT 59103

RE: Allies in Aging Board

Dear Ms. Hirsch,

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 June 30, 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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

July 15, 2025

Ms. Amy Carter
3981 Avenue D
Billings, MT 59102

RE: Allies in Aging Board

Dear Ms. Carter,

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 June 30, 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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

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

July 15, 2025

Ms. Sue Devries
1119 Noblewood Drive
Billings, MT 59101

RE: Allies in Aging Board

Dear Ms. Devries,

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 June 30, 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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

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

July 15, 2025

Mr. Brandon Hoskins
4544 Upland Drive
Billings, MT 59106

RE: Allies in Aging Board

Dear Mr. Hoskins,

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 June 30, 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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

July 15, 2025

Ms. Becky Rosenleaf
4504 Big Dance Way #1
Billings, MT 59106

RE: Allies in Aging Board

Dear Ms. Rosenleaf,

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 June 30, 2026.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

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

July 15, 2025

Mr. Mack Thayer
823 Bitterbrush Street
Billings, MT 59106

RE: Allies in Aging Board

Dear Mr. Thayer,

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 June 30, 2026.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

Yellowstone County



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

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

July 15, 2025

Mr. Brian Mchugh
963 Dixon Street
Billings, MT 59105

RE: Allies in Aging Board

Dear Mr. Mchugh,

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 June 30, 2026.

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

BOCC/eg

cc: Board File - Clerk & Recorder
Ms. Erika Purington, Po Box 20895, Billings, MT 59104

B.O.C.C. Regular

2. c.

Meeting Date: 07/15/2025

Title: FY26 Yellowstone Art Museum Funding

Submitted By: Erika Guy

TOPIC:

FY26 Yellowstone Art Museum Funding

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

FY26 YAM Funding

Yellowstone County



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

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

July 15, 2025

Ms. Jessica Kay Ruhle
401 N. 27th Street
Billings, MT 59101

On behalf of the Yellowstone County Board of County Commissioners, please consider this letter as written notification of intent to reallocate museum revenue in fiscal year 2026.

Currently the YAM is receiving 20% of the annual revenue of the museum fund. It is our intent to reduce that funding to \$50,000 in FY26. Shortfalls in our public safety budgets are having a substantial impact on our general fund. Additionally, the Huntley Project Museum sustained enormous damage from a recent devastating hailstorm. Funds required for ADA compliance to the Yellowstone County Museum have resulted in additional adverse budget allocations.

Given that Yellowstone County owns the Western Heritage Building and the land, building and art collection of the Yellowstone County Museum, additional museum fund dollars must be available for properties owned by the County, within the tight budgetary restraints of the museum fund.

Thank you for your understanding regarding these difficult choices. We appreciate everything the Yellowstone Art Museum provides for our community.

Sincerely,

Mark Morse, Chairman
Yellowstone County Commissioners

B.O.C.C. Regular

3. a.

Meeting Date: 07/15/2025

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

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 25-85 Requesting Prosecutorial Assistance in State v. M.C.

BACKGROUND:

Suspect is a relative of a former prosecutor in our office.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution - MC

RESOLUTION

WHEREAS, the Yellowstone County Attorney's Office has requested prosecutorial assistance in *State of Montana v. M.C.* (MSU-B 25-00060); 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 July, 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Chairman

Member

Member

ATTEST:

Clerk and Recorder

B.O.C.C. Regular

3. b.

Meeting Date: 07/15/2025

Title: Agreement w/ Pine Technologies for JustWare Support

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Agreement w/ Pine Technologies for JustWare Support

BACKGROUND:

Pine Technologies has been supporting our JustWare software since 2020 and will continue to do so until we are fully implemented with JTI.

RECOMMENDED ACTION:

Approve

Attachments

Pine Technologies

Pine Technologies, LLC.



PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (this “**Agreement**”), by and between Pine Technologies, LLC., a Wyoming based company (hereinafter “**Vendor**”), and YELLOWSTONE COUNTY ATTORNEY’S OFFICE (hereinafter “**County**”), is made as of the date executed by both Vendor and County (the “**Effective Date**”).

In consideration for the representations and agreements contained herein, the parties hereby covenant and agree as follows:

1. DEFINITIONS

1.1 Administrator: is a designated employee or contractor of County responsible for managing/requesting tickets from Vendor.

1.2 Business Intelligence: any ticket that includes:

1.2.1 SSRS Reports

Formatted reports that pull stats/data from Case Management Software’s (CMS) database

1.2.2 JDA Documents

Documents that are automatically generated from CMS and fill in information from the case/name record

1.2.3 Screens (JWXML)

How data is displayed to the end user while using CMS

1.2.4 Business Rules

Automated workflows, i.e. when an event is marked as “no show” a bench warrant is issued

1.2.5 SQL Scripts

Scripts that are written against the CMS database to alter/pull information

1.3 Ticket: a service that is requested from the Vendor by the County

1.4 Service Fees: the fees to be paid by County for Services, as set forth in the Pricing Proposal attached hereto as Exhibit A for the Services

15 **Services:** those services provided by Vendor to County under Section 4 (“Services”) of this Agreement.

2. SERVICE TERM

2.1 July 1, 2025 - June 30, 2026

2.2 Service Term. The Service Term shall commence on July 1, 2025. If Service Fees have not been received within 30 days after Contract Signing, Vendor will postpone service until payment is received. The Service Term shall be month to month after the completion of the initial twelve-month period.

3. SERVICE FEES

31 Service Fees: County shall make payment of the Service Fees to Vendor based on the number calculated in accordance with Exhibit A, upon receipt of invoice.

4. SERVICES

41 Services: are defined as technical assistance with the County’s CMS Software, including but not limited to, questions about the functionality of the CMS Software, assistance with the resolution of error messages and consulting with process questions. Services include troubleshooting the CMS Software as needed to resolve issues.

42 Tickets: Vendor agrees to provide Services to County, as such may be determined from time to time in accordance with the provisions of this Section 4 (“Services”). All Services will be rendered in accordance with the provisions of this Agreement, the applicable Tickets and any other guidelines agreed upon in writing by Vendor and County.

43 Ticket Requests: If County requests Services, County shall submit, via email, phone, or chat, a reasonably detailed Ticket request to Vendor. Vendor shall have the right to request additional details about the proposed Ticket described in the Ticket request. If additional details are deemed necessary, the Administrator will be contacted by Vendor’s service department to complete the Ticket Request. Tickets that require new or extreme modifications to business intelligence, and new workflow requests will require a Sales Order to complete the work. County will be notified if work will require a sales order and will be able to decide if they want to move forward with the work.

44 Vendor’s Employees and Subcontractors; Indemnification Generally. Vendor shall require all employees and subcontractors to comply with the terms of this Agreement and any reasonable and lawful employment and security policies and procedures adopted from time to time by County. Vendor shall procure all business permits necessary to perform under this Agreement and pay all related fees. Vendor and County shall each indemnify, defend and hold harmless the other and their respective affiliates, officers, directors, employees and agents, from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the indemnified party, arising out of or resulting from (i) the violation by the indemnifying party or its employees, agents, or contractors of any applicable law, order, ordinance, regulation or code or (ii) the gross negligence or intentional misconduct of the indemnifying party or its employees, agents or contractors.

5. WARRANTIES

51 Services Warranties. Vendor warrants that the Services rendered to County pursuant to this Agreement shall be performed in a competent and professional manner, and that each of Vendor’s employees, contractors and agents assigned to perform Services pursuant to this Agreement shall have training, background and skills commensurate with the level of performance reasonably expected for the tasks to which he or she is assigned.

52 Warranty of Law. Vendor warrants and represents that to the best of its knowledge: (i) Vendor has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and (ii) this Agreement is not prohibited by any other agreement to which Vendor is a party or by which it may be bound (the “**Legal Warranty**”). In the event of a breach of the Legal Warranty, Vendor shall indemnify and hold harmless County from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by County, arising out of or resulting from said breach.

53 No Other Warranties. THE WARRANTIES AND REPRESENTATIONS STATED WITHIN THIS AGREEMENT ARE EXCLUSIVE, AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES WITH RESPECT TO THE OPERATION OF ANY DELIVERABLE SHALL BE AS SET FORTH IN THE APPLICABLE WORK ORDER.

6. PAYMENT

6.1 Service Fee shall be payable in respect of Services provided by Vendor (including its agents and contractors) to, for, or at the request of County or those acting on its behalf under this Agreement. If such Services are provided pursuant to a Sales Order, all work and all Deliverables related to such Services, and the payment therefore, shall be completed as provided in the Sales Order. Payment for a Sales Order shall become due and payable upon delivery, net thirty (30) days. All sales and similar taxes levied on account of payments to Vendor are the responsibility of the County.

7. LIMITATIONS ON LIABILITY

7.1 NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR LOSS OF ANTICIPATED PROFITS OR REVENUES IN CONNECTION WITH OR ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT. FURTHERMORE, County’s TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAYABLE HEREUNDER TO Vendor. IN NO EVENT SHALL Vendor’s TOTAL LIABILITY WITH RESPECT TO CLAIMS ARISING OUT OF THE SUBJECT MATTER OF THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNT OF FEES PAID HEREUNDER TO Vendor.

8. CONFIDENTIALITY

8.1 County’s Responsibilities. County hereby agrees that (i) all materials received from Vendor under this Agreement are the confidential and proprietary information of Vendor, (ii) County shall take all necessary steps to protect and ensure the confidentiality of such confidential information, and (iii) except as permitted by a written agreement, none of such materials shall be in any way disclosed by County to any third party, in whole or in part, without the prior written consent of Vendor, which may be granted or withheld in its sole discretion. If County becomes aware of the unauthorized possession of such materials, it shall promptly notify Vendor.

8.2 Vendor’s Responsibilities. Vendor hereby agrees that (i) any information related to the official business of County that Vendor obtains from County in the course of the performance of this Agreement is the confidential and proprietary information of County, (ii) Vendor shall take all necessary steps to protect and ensure the confidentiality of such information, and (iii) such information shall not be in any way disclosed by Vendor to any third party, in whole or in part, without the prior written consent of County, which may be granted or withheld in its sole discretion. If Vendor becomes aware of the unauthorized possession of such information, it shall promptly notify County. Vendor shall also assist County with preventing the recurrence of such unauthorized

possession and with any litigation against the third parties deemed necessary by County to protect its proprietary rights.

83 Confidentiality Breach. In the event a party breaches any of its obligations under this Section 8 (“Confidentiality”), the breaching party shall indemnify, defend and hold harmless the non-breaching party from and against any and all losses, liabilities, damages, causes of action, claims, demands, and expenses (including reasonable legal fees and expenses) incurred by the non-breaching party arising out of such breach. In addition, the non-breaching party will be entitled to obtain injunctive relief against the breaching party.

84 Exclusions. The provisions of this Section 8 (“Confidentiality”) shall not apply to any information (i) that is in the public domain prior to the disclosure or that becomes part of the public domain other than by way of a breach of this Agreement, (ii) that was in the lawful possession of Vendor or County, as the case may be, prior to the disclosure without a confidentiality obligation to any person, (iii) that was disclosed to Vendor or County, as the case may be, by a third party who was in lawful possession of the information without a confidentiality obligation to any person, (iv) that was independently developed by Vendor or County, as the case may be, outside the scope of this Agreement or (v) that Vendor or County, as the case may be, is required to disclose by law or legal process.

9. TERM AND TERMINATION

91 Term. The term of this Agreement shall commence on July 01, 2025 and shall continue until terminated in accordance with the terms of this Section 9 (“Term and Termination”).

92 Payment Default. Vendor shall have the right to terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any failure of County to make payments of moneys due when the same are due, and such failure continues for a period of thirty (30) days after written notice thereof by Vendor to County.

93 Other County Defaults. Vendor may terminate this Agreement (but reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity), for any other material breach by County which violation or breach continues for a period of thirty (30) days after written notice thereof by Vendor to County.

94 Termination by County. County shall have the right to terminate this Agreement (reserving cumulatively all other rights and remedies under this Agreement, in law and/or in equity) without further obligation or liability to Vendor (except as specified in Subsection 9.6 below) if Vendor commits any material breach of this Agreement and fails to remedy such breach within thirty (30) days after written notice by County to Vendor of such breach. County shall have the right to terminate this Agreement effective immediately and without prior notice if Vendor goes into liquidation or files for bankruptcy.

95 Effect of Termination. Termination of this Agreement shall not affect any rights and/or obligations of the parties which arose prior to any such termination and such rights and/or obligations shall survive any such termination. Within thirty (30) days after the effective date of any such termination, County shall pay Vendor’s fees and expenses for this Agreement up to the effective date of termination, including, without limitation, all work in process. The confidentiality obligations of the parties in Section 8 (“Confidentiality”) shall survive the termination of this Agreement.

10. GENERAL

10.1 Waiver, Amendment or Modification. The waiver, amendment or modification of any provision of this Agreement or any right, power or remedy hereunder shall not be effective unless made in writing and signed by both parties. No failure or delay by either party in exercising any right, power or remedy with respect to any of its rights hereunder shall operate as a waiver thereof.

10.2 Notice. All notices under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person, by commercial overnight courier or by registered or certified mail, postage prepaid, return receipt requested, and addressed as follows:

To Vendor: PINE TECHNOLOGIES, LLC.
PO Box 778
Millville, UT 84326
Attention: CEO

To County: YELLOWSTONE COUNTY ATTORNEY'S OFFICE
PO Box 35025
Billings, MT 59107
Attention: Scott Twito

10.3 No Third-Party Beneficiaries. This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms.

10.4 Successors and Assigns. Neither party may assign this Agreement in whole or part without the prior written consent of the other party. Any attempt to assign this Agreement without the prior written consent of the other party is void and without legal effect, and such an attempt constitutes a material breach and grounds for termination by the other party. Subject to the foregoing, all of the terms, conditions, covenants and agreements contained herein shall insure to the benefit of, and be binding upon, any successor and any permitted assignees of the respective parties hereto. It is further understood and agreed that consent by either party to such assignment in one instance shall not constitute consent by the party to any other assignment. A transfer of corporate control, merger, sale of substantially all of a party's assets and the like, even though including this Agreement as an assigned asset or contract, shall not be considered an assignment for these purposes.

11. DISPUTE RESOLUTION

11.1 Dispute Resolution. Any dispute arising under or related to this Agreement shall be resolved exclusively as follows:

11.2 Initial Resolution by Meeting. The parties shall first attempt to resolve amicably the dispute by meeting with each other, by telephone or in person at a mutually convenient time and location, within thirty (30) days after written notice of a dispute is delivered from one party to the other. Subsequent meetings may be held upon mutual agreement of the parties.

11.3 Mediation. If the dispute is not resolved within sixty (60) days of the first meeting, the parties shall submit the dispute to mediation by an organization or company specializing in providing neutral, third-party mediators. County shall be entitled to select either (i) the location of the mediation or (ii) the organization or company, and Vendor shall select the other. The mediation shall be conducted within sixty (60) days of the date the dispute is submitted to mediation, unless the parties mutually agree on a later date.

11.4 Arbitration. Any dispute that is not otherwise resolved by meeting or mediation shall be exclusively resolved by arbitration between the parties in accordance with the Comprehensive Arbitration Rules & Procedures of JAMS, with the arbitration to be conducted in Logan, Utah, or another location mutually agreed by the parties. The results of such arbitration shall be binding on the parties, and judgment may be entered in any court having jurisdiction. Notwithstanding the foregoing, either party may seek interim injunctive relief from any court of competent jurisdiction.

11.5 Control of Defense. All indemnification obligations under this Agreement are conditioned upon (i) written notice by the indemnified party to the indemnifying party within thirty (30) days of the indemnified party's receipt of any claim for which indemnification is sought, (ii) tender of control over the defense and settlement to the indemnifying party and (iii) such reasonable cooperation by the indemnified party in the defense as the indemnifying party may request; provided, however, the indemnifying party shall not, without the prior written consent of the indemnified party, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened claim unless the settlement, compromise or consent provides for and includes an express, unconditional release of such claim against the indemnified party.

11.6 Governing Law. The validity, construction and performance of this Agreement and the legal relations among the parties to this Agreement shall be governed by and construed in accordance with the laws of the State of Utah without giving effect to its conflict of law principles.

11.7 Independent Contractor. Vendor, in performance of this Agreement, is acting as an independent contractor. Personnel supplied by Vendor (including personnel supplied by subcontractors) hereunder are not County's personnel or agents, and Vendor assumes full responsibility for their acts. Vendor shall be solely responsible for the payment of compensation of Vendor employees and contractors assigned to perform services hereunder, and such employees and contractors shall be informed that they are not entitled to the provision of any County employee benefits. County shall not be responsible for payment of worker's compensation, disability or other similar benefits, unemployment or other similar insurance or for withholding income or other similar taxes or social security for any Vendor employee, and such responsibility shall solely be that of Vendor.

11.8 Severability. In the event any one or more of the provisions of the Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision, which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal or unenforceable provision.

11.9 Counterparts. This Agreement may be executed in counterparts and by the exchange of signatures by facsimile or PDF.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed as of the date last written below.

PINE TECHNOLOGIES, LLC.:

By: Ben Stocks

Date: 7/8/2025

Printed Name and Title: Ben Stocks, CEO

YELLOWSTONE COUNTY ATTORNEY'S OFFICE:

By: Scott Twito

Date: 7-8-25

Printed Name and Title: Scott Twito, Yellowstone County Attorney

Exhibit A
Cost Proposal

Service Term	Service Fees
July 1, 2025 – June 30, 2026	40,000
Total	\$40,000

Notes

The Service Term shall commence on July 1, 2025. Invoice for the first year of the Service Term will be sent upon contract signing, payment is due upon receipt.

To provide the best service Vendor may require VPN/remote access to the County's database server, SSRS server, and Web Server.

The service fees include an unlimited amount of ticket submission. Vendor will work on tickets until they are accepted as complete by County. If County requests a new workflow, new business intelligence items, or extreme modifications to existing business intelligence items, Vendor will review the request to determine if a Sales order will be needed. If a Sales Order is required, Vendor's service department will reach out to the County and communicate a Sales Order is required. The County will determine if the Sales Order is needed and let Vendor know how they want to proceed.

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Vehicle Title for Auction

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Vehicle Title for Auction

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Vehicle Title

STATE OF MONTANA

DEPARTMENT OF JUSTICE - MOTOR VEHICLE DIVISION CERTIFICATE OF TITLE

K-2

38

TITLE NUMBER	YEAR	MAKE/MANUFACT	MODEL	BODY STYLE/LENGTH
W493530	92	CHEV	LTZ	LT
VEHICLE/VESSEL IDENTIFICATION NUMBER	UNLADEN WEIGHT/MATERIAL	TON/PROPULSION	VESSEL NUMBER	
LGNDT132X12103240	39047			
ODOMETER AND OTHER PERTINENT DATA				
ODMTA: 132 ACTUAL				DATE ISSUED 06/10/92

OWNER'S NAME AND ADDRESS

YELLOWSTONE COUNTY
PO BOX 35015
BILLINGS

MT 59107

THIS VEHICLE/VESSEL IS SUBJECT TO THE FOLLOWING LIENS:

I, the undersigned, hereby certify, that an application for certificate of title has been made by the vehicle/vessel described herein, pursuant to the provisions of the Motor Vehicle Laws of this State, and the applicant named on the face hereof has been duly recorded as the lawful possessor of said vehicle/vessel.

I further certify that the vehicle/vessel is subject to the security interests shown herein, in witness whereof I have hereunto affixed my signature and the great seal of the State of Montana.

VOID

Marc Racicot

MARC RACICOT
Attorney General

CONTROL NO. 3487355

NOT A TITLE NUMBER

KEEP IN SAFE PLACE - ANY ALTERATIONS - USE OF CORRECTION FLUID - ERASURES VOIDS THIS TITLE

B.O.C.C. Regular

5. a.

Meeting Date: 07/15/2025

Title: JTLS Notice of Lease Termination - County Admin Building

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

JTLS Notice of Lease Termination - County Admin Building

BACKGROUND:

This letter serves as formal written notice of Yellowstone County's intent to terminate the lease agreement with JTLS Mechanical, effective August 1, 2025. A copy of the agreement is attached for reference.

RECOMMENDED ACTION:

Sign and return a copy to Finance.

Attachments

JTLS - Notice of Lease Termination

JTLS Original Lease Agreement

Yellowstone County



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

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

July 15, 2025

Tom Sayre
JTLS Mechanical, LLC
119 6th Ave
Laurel, MT 59044
Sent via U.S. Mail

Subject: Notice of Lease Termination

Dear Mr. Sayre,

This letter serves as formal written notice of Yellowstone County's intent to terminate the lease agreement with JTLS Mechanical, effective August 1, 2025. A copy of the agreement is attached for reference.

The lease, which began on March 1, 2021, has continued on a month-to-month basis. Following the recent termination of the County's maintenance contract with JTLS, the County also wishes to conclude the associated lease agreement. Accordingly, the final day of the lease will be July 31, 2025.

We appreciate the services your company has provided and thank you for your partnership. If you would like to coordinate final arrangements or request an extension into August of the end date, please contact the County at mkessler@yellowstonecountymt.gov

Sincerely,

Mark Morse
Chairperson
Board of County Commissioners

Date _____

Attachment: 2021 Lease Agreement

LEASE AGREEMENT

(Miller Building)

THIS LEASE is made and entered into this 1 day of March 2021, 2021, by and between MILLER TROIS, LLC of 4507 Palisades Park Drive, Billings, Montana 59106, hereinafter referred to as "Lessor", and JTLS MECHANICAL LLC, of 119 6th Avenue, Laurel, Montana 59044, hereinafter referred to as "Lessee".

WITNESSETH

Lessor does lease, let and demise unto Lessee the commercial rental space located at 2825 3rd Avenue North, Billings, MT 59101, more particularly described as follows:

Approximately 450 square feet of space in the basement of the Miller Building located at 2825 3rd Avenue North, Billings, MT 59101, as shown on attached Exhibit A.

1. The parties agree that the term of this lease shall be for a period of month-to-month, commencing 3/1/2021.

2. Lessee covenants and agrees to pay Lessor at its address above a monthly rent of One Hundred Fifty Dollars (\$150.00) due and payable in advance on the first day of each and every month during the term of this lease. If necessary, a first partial month rent shall be prorated.

3. Lessee shall pay to Lessor a security deposit of \$ upon execution of this lease.

4. Lessee does hereby covenant and agree with Lessor that Lessee shall:

a) Pay the rent at the time and place in the manner aforesaid;

b) Use and occupy the leased premises in a careful and proper manner;

c) Not commit any waste therein;

d) Not use or occupy the leased premises for any unlawful purpose and will conform to and obey all present and future laws and ordinances and all rules,

13. The obligations of Lessor herein shall be construed to be covenants running with the land, and shall be enforceable against the current owner or owners, from time to time, of the subject matter real estate.

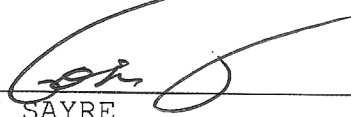
IN WITNESS WHEREOF, the parties have hereunto executed this lease the day and year first above written.

LESSOR:
MILLER TROIS, LLC



NORMAN F. MILLER
Manager

LESSEE:
JTLS MECHANICAL LLC



TOM SAYRE
Member/Manager

B.O.C.C. Regular

5. b.

Meeting Date: 07/15/2025

Title: Disposition of Assets Miscellaneous Equipment

Submitted For: Juli Bjornebo

Submitted By: Juli Bjornebo

TOPIC:

Disposition of Assets Miscellaneous Equipment

BACKGROUND:

The Finance Department is requesting Commissioners approval to dispose of/recycle miscellaneous equipment consisting of outdated computers, monitors, copiers, scanners, various other electronic equipment and end of life equipment from various departments that are beyond economical repair. Most equipment is recycled rather than hauled to the landfill. The I.T. Department inspects and removes hard drives and wipes any memory from computers and copiers.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance

Attachments

Disposition of Assets

Asset #	Description	Serial Number
N/A	Dell Optiplex 780	1VXJMM1
N/A	Dell Optiplex 780	1VWHMM1
N/A	US Micro US Micro PC	8060137
N/A	US Micro US Micro PC	8075517
N/A	US Micro US Micro PC	8076811
N/A	US Micro US Micro PC	8072997
N/A	US Micro US Micro PC	8065606
N/A	US Micro US Micro PC	8065608
N/A	US Micro US Micro PC	8062284
N/A	US Micro US Micro PC	8065699
N/A	US Micro US Micro PC	8076810
N/A	US Micro US Micro PC	8075516
N/A	US Micro US Micro PC	8065706
N/A	US Micro US Micro PC	8065614
N/A	US Micro US Micro PC	8060946
N/A	US Micro US Micro PC	8058554
N/A	US Micro US Micro PC	8072999
N/A	US Micro US Micro PC	8065613
N/A	US Micro US Micro PC	8065607
N/A	Dell Latitude E5510	54XQ5N1
N/A	HP ProBook 440 G1	2CE41303XZ
N/A	Dell Optiplex 780	1VWJMM1
39273	Dell Latitude E5510	34XQ5N1
35598	Dell Dimension L733r	6976501
33876	Dell Dimension P133v	8761X
33906	Dell Dimension P751	5FSVY
N/A	US Micro Intel NUC	G6BN8470084J
40327	US Micro Intel NUC	G6RY516004BV
40816	US Micro Intel NUC	G6BN751005UA
40774	US Micro Intel NUC	G6RY73700AV0
40819	US Micro Intel NUC	G6BN7510075R
N/A	US Micro Intel NUC	G6RY6240038S
N/A	US Micro Intel NUC	G6RY5120003X
39273	US Micro Intel NUC	34XQ5N1
38434	US Micro INWIN Z583B BLACK UATX MINI	8065610
37659	US Micro INWIN Z583B BLACK UATX MINI	8062000
38445	Dell Optiplex 780	1VYGMM1
40707	US Micro NUC5i5RYK	8081339
40776	US Micro NUC5i5RYK	8081719
40811	Dell Dell Optiplex 7050	7V95CP2
41053	US Micro Intel NUC	8080262
41134	Dell Dell Optiplex 7050	BSND9T2
41136	Dell Dell Optiplex 7050	BSNC9T2

40521	US Micro Intel NUC	
41052	US Micro Intel NUC	8080263
41212	Dell Precision 3530	CCLTXT2
40233	HP HP Pro 600 All-In-One	8CG9I23JJM
40234	HP HP Pro 600 All-In-One	8CG9I23JPI
41073	Dell Optiplex 7050	8SWYLR2
40225	HP HP Pro 600 All-In-One	8CG9I23JHT
40226	HP HP Pro 600 All-In-One	
41600	Panasonic Toughbook CF33 (CF-33-ME-05VM)	9LTTC21328
41590	Panasonic Toughbook CF33 (CF-33-ME-05VM)	9HTTC21312
41622	Panasonic Toughbook CF33 (CF-33-ME-05VM)	9HTTC21379
44572	Panasonic Toughbook CF33 (CF-33-ME-05VM)	9LTTC21333
40876	Optiplex 7050	B9XJMR2
40862	Latitude 5414	2C43TG2
40885	OptiPlex 3050	7BR71S2
40413	Lenovo ThinkPad W541	R90H3Z29

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Transportation Alternatives Grant Applications Recommendation to PCC

Submitted By: Elyse Monat

TOPIC:

Transportation Alternatives Grant Program Application Recommendations to PCC. The BOCC heard the details of the two TA grant applications under consideration at its July 9 Discussion Session.

BACKGROUND:

The Transportation Alternatives Program (TA) is a set-aside program from the Surface Transportation Block Grant (STBG) program. Eligible uses of the funds include projects and activities that were previously eligible under the Transportation Alternatives Program under the Moving Ahead for Progress in the 21st Century Act (MAP-21). This includes a variety of pedestrian and bicycle facilities, recreational trails, Safe Routes to School projects, and other community improvement projects. See the Billings Metropolitan Planning Organization (MPO) TA Instructions for eligible projects. The Billings MPO has been allocated \$1,784,111 in Transportation Alternative Funds in 2025.

The Bipartisan Infrastructure Law (BIL) allows for MPOs to administer their own competitive application process with approval and oversight from the Montana Department of Transportation (MDT).

Projects submitted must meet Federal and State guidelines for eligibility and must identify a local, Federal or State sponsoring agency. Private individuals and organizations may recommend a project if the project is sponsored by the government agency in which the project is located. Examples of a sponsoring agency may include, but are not limited to, City, County, Tribal, etc.

The MPO received two eligible applications for the Transportation Alternatives funds. The applications included:

- City of Billings Safe Routes to School 2025 TA sponsored by the City of Billings
 - Total Project Cost: \$1,492,297.23
 - Federal TA Request: \$1,292,030.94
 - Local Matching Funds: \$200,266.29
- Johnson Lane Sidewalk Connector Project, sponsored by Yellowstone County via the Lockwood Pedestrian Safety District (LPSD)
 - Total Project Cost: \$250,660.00
 - Federal TA Request: \$217,021.43
 - Local Matching Funds: \$33,638.57

Together, these two projects request a total of \$1,509,051.37 in federal TA funds, which is less than the \$1,784,111 in funds the MPO has available. As a result, both projects could be funded with the available funding. A total of \$275,058 would be left after allocation to these projects, which could be used for future projects or to address project overages.

TAC recommended full funding for both TA grant applications at their meeting on June 12, 2025. The Technical Advisory Committee (TAC) is responsible for evaluating and scoring Transportation Alternatives (TA) applications. The scores from TAC were translated into a list of recommended projects.

The MPO is presenting the list of recommended projects to the local governing bodies that make up the

Policy Coordinating Committee (PCC). The PCC is made up of representatives of the Billings City Council, Yellowstone County Commissioners, Billings Yellowstone County Planning Board, and MDT. Each entity (besides MDT) will review the projects recommended by TAC and can either approve the recommendation and forward it to PCC or take a different action and forward that to PCC. PCC will take into consideration each recommendation, with MDT providing their recommendation at the PCC meeting, and make the final decision on which applications to fund. After the PCC approves, the MPO TA Coordinator will then share the list of the PCC-approved TA projects from the MPO to the MDT TA Program Manager for MDT approval and, subsequently, Transportation Commission approval.

At their meeting on June 24, 2025, the Planning Board voted to recommend both project applications for funding.

The BOCC heard the grant application details at its Discussion Session on July 9.

RECOMMENDED ACTION:

Staff recommends that the BOCC recommend funding for both received TA applications, the City of Billings Safe Routes to School TA application and the Lockwood Pedestrian Safety District Johnson Lane Sidewalk Connector project application to the Policy Coordinating Committee.

Attachments

LPSD TA application

City of Billings TA application



Billings Metropolitan Planning Organization (MPO)
 Transportation Alternatives (TA) Program
2025 Project Application

Review the **instructions** prior to filling out this application for a Capital Improvement Project. Fill in all the sections and do not leave any blank.

1. Project Name: JOHNSON LANE SIDEWALK CONNECTOR PROJECT

2. Project Sponsor: YELLOWSTONE COUNTY

3. Project Contact:
 ERIN CLAUNCH
 SANBELL
 1300 N. TRANSTECH WAY
 BILLINGS, MT 59102
 406-869-3320; eclaunch@sanbell.com

4. Project Cost Estimate

	Total Cost of Phase	Federal/State Funds Share (TA) 86.58%	Local Matching Funds 13.42%	Additional Contribution
Preliminary Engineering (PE)	\$50,000.00	\$43,290.00	\$6,710.00	--
PE MDT (10%)	\$5,000.00	\$4,329.00	\$671.00	--
PE Local (90%)	\$45,000.00	\$38,961.00	\$6,039.00	--
Construction (CN)	\$165,000.00	\$142,857.00	\$22,143.00	--
Construction Engineering (CE)	\$30,000.00	\$25,974.00	\$4,026.00	--
CE MDT (5%)	\$1,500.00	\$1,298.70	\$201.30	--
CE Local (95%)	\$28,500.00	\$24,675.30	\$3,824.70	--
Right-of-Way (RW)	--	--	--	--
RW MDT	--	--	--	--
RW Local	--	--	--	--

	Total Cost of Phase	Federal/State Funds Share (TA) 86.58%	Local Matching Funds 13.42%	Additional Contribution
Incidental Construction (Utility involvement) (IC)	--	--	--	--
Total	--	--	--	--
Total MDT	--	--	--	--
	\$250,660.00	\$217,021.43	\$33,638.57	--

As a reminder, the cost split between Federal Share TA and Matching funds is 86.58% Federal Share TA and 13.42% Match

5. Project Administration: Please provide information regarding which entity is proposed to administer the project. Is this project going to be administered as a local (LAG) project or are you requesting MDT to administer the project. If requesting MDT administration, please explain.

The intent of this project is to be administered by Yellowstone County Public Works through the Local Agency Guidelines. Yellowstone County is currently administering the Old Hardin Road Connector TA Project and is familiar with the processes and requirements. MDT will not be expected to administer this project. Letters of support from both the Yellowstone County Board of County Commissioners and the Lockwood Pedestrian Safety District Board are included in the Appendix.

6. Description of Project (10 points):

Lockwood is a large, unincorporated area under the governance of Yellowstone County with a population of 7,200 people. Johnson Lane is the major north-south principal arterial that splits runs through the heart of Lockwood and connects the communities two major transportation corridors (Old Hardin Road and Old US Highway 87). As a result, residents have access to Lockwood's main street (Old Hardin Road) and Lockwood High School that resides along Old US Highway 87. Johnson Lane is used as major connecting street for Old Hardin Road and US Highway 87 residents of Lockwood and the surrounding area. Currently, Johnson Lane is a two-lane road with two sections existing sidewalk on the west side of the roadway. It is approximately 2,000 feet from Silverton Street to Old Hardin Road to the north. Currently, the existing sidewalk sections (from Silverton Street to 275 feet north of Rockwood Street and 350 feet of sidewalk in front of Ace Hardware and Treasure State Storage) account for approximately 1,000 feet. Of the remaining 1,000 feet of road without sidewalk, The Montana Department of Transportation has plans to construct sidewalk along the northern section, through their Johnson Lane Interchange project. This leaves approximately 500 feet of sidewalk of Johnson Lane from Silverton Street to Old Hardin Road that will be left without sidewalk. This Johnson Lane Sidewalk Connector Project will address two separate gaps in sidewalk facilities between to complete the connection. This TA application will provide the vital portion of sidewalk to be completed and provide safety and connectivity for pedestrians in Lockwood.

The conceptual design of the project is included in the appendix and shows the 6-foot-wide boulevard sidewalk to be constructed in concrete. The intent of the design will maintain all existing driveways and street approaches.

This project was first identified the LPSD's 2023 Non-Motorized Transportation Plan list of Engineering Projects. With completion of this grant project, Johnson Lane will have continuous sidewalk that will connect residents along Johnson Lane to the heart of Lockwood community!

7. Project Eligibility:

The Johnson Lane Sidewalk Connector Project is pivotal to the Lockwood Community as it satisfies multiple categories within the TA guidelines -- specifically Categories A & B (Off-road sidewalk facility and Safe Routes for Non-drivers). The importance of the Johnson Lane Sidewalk Connector Project was determined due to the project being prioritized in the 2023 Lockwood Pedestrian Safety District's Non-Motorized Transportation Plan. Johnson Lane is Lockwood's second busiest road for both vehicular and pedestrian traffic, so this project is critical to separating the two modes of traffic and providing a safe route for pedestrians that are currently being forced to walk in the road's driving paths and unpaved shoulders.

This sidewalk project will provide a facility for pedestrians to travel to and from the intersection of Old Hardin Road and Johnson Lane to the Emerald View Park Subdivision. The intersection offers commercial and convenience store amenities and is a connection to Old Hardin Road pedestrian facilities that serves as a main street for the community and connection to a residences, businesses, and parks.

In addition, the Lockwood Pedestrian Safety District's Non-Motorized Plan has identified a future project as the continuation of this project further to the south to tie into Sunrise Street alignment. This would provide a future Safe Routes to School connection to the Lockwood Elementary, Middle, and High Schools.

8. Project Benefits (45 points):

a. Safety

Johnson Lane exists as a two-lane roadway classified within the Metropolitan Planning Organization's (MPO's) Long Range Transportation Plan (LRTP) as a major collector. An average AADT for Johnson Lane is approximately 3,600 vehicles per day and the posted speed limit is 35 mph. The lack of pedestrian facilities, high traffic volumes, and relatively high speeds creates a safety hazard for pedestrians.

Currently, Johnson Lane has no reported accidents within the project limits. However, the Federal Highway Administration (FHWA) notes that providing sidewalks results in up to an 89% reduction in pedestrian crashes with motor vehicles and suggests that walkways should be part of every new and renovated roadway facility, and every effort should be made to retrofit streets that currently do not have sidewalks. Both FHWA and the Institute of Transportation Engineers (ITE) recommend a minimum width of 5-feet for a sidewalk or walkway, should be continuous along the street, and should be fully accessible to all pedestrians including those in wheelchairs.

b. Accessibility

As detailed in previous sections, there are sidewalk facility's available along Johnson Lane within the project limits. However, these facilities are noncontinuous and do not serve to connect any pedestrian generating land uses. The Johnson Lane Sidewalk Connector project will connect the gaps in the sidewalk and provide a facility that is compliant with both ADA and PROWAG guidelines. This will allow for a continuous, hard-surfaced route that is ADA accessible by all adjacent land uses.

c. Connectivity

One of the primary benefits of the Johnson Lane Sidewalk project is connectivity. As described in the previous sections of this application, there is/will be continuous sidewalk from Emerald View Park Subdivision to the intersection of Old Hardin Road and Johnson Lane. Old Hardin Road is the busiest road in Lockwood and contains a two mile stretch of continuous multi-use path. The Old Hardin Road corridor connects residents, commercial businesses (including multiple gas/convenience stores and the grocery store), Lockwood's popular baseball/softball field complex, and future school safe routes along Piccolo Lane.

The Lockwood Pedestrian Safety District's Non-Motorized Plan also details the extension of the Johnson Lane Sidewalk project further to the south to the Sunrise Street alignment. A future project along Sunrise Street will be able to connect these two projects to the Lockwood Elementary, Middle, and High Schools. This will create a Safe Routes to School connection for a large contingent of Lockwood School's attendance base.

9. Project Risk Analysis (45 points):

a. Budget

The construction budget for this grant project was developed based on a preliminary/conceptual design of the sidewalk connector project, as commissioned by the Lockwood Pedestrian Safety District. Quantities were estimated for sidewalk area, base gravel, geotextile fabric, excavation areas, and hydroseeding. With the quantities estimated, unit costs for these items were applied based on recent similar projects developed in MDT's database. These numbers were then extrapolated to determine the final construction number. As with standard engineering practice for planning level cost estimates, a contingency was applied to account for unforeseen construction items. The cost estimate was then utilized in Item 4 of this application to determine the overall TA application project cost. A detailed breakdown of this cost estimate is included in the Appendix.

b. Matching Funds

The Lockwood Pedestrian Safety District is a Special Improvement District (SID) that was created by Yellowstone County as allowed under MCA 7-11-1001 through 7-11-1029. A 2014 referendum was presented to voters living within the Lockwood School District, in which they voted 61% to 39% in favor to create the district. Its purpose is to enhance pedestrian safety and provide for alternative means of transportation in the (unincorporated) Lockwood area. Accordingly, the LPSD has an estimated annual revenue of \$260,000 per year for use on projects like this one. With Yellowstone County as the sponsor of this project, they are committed to ensuring that the local match is fully secured and in-hand.

c. Project Ownership and Maintenance

As sponsor of this application, Yellowstone County is fully committed, through the LPSD, for operation and maintenance of this project. The LPSD board currently holds contracts with local businesses to remove snow off existing sidewalks within the LPSD boundaries. This grant application project would be included in the snow removal contract. In addition, the LPSD annual budget includes \$13,000 for annual maintenance of sidewalks. Through these annual budget items, the LPSD (and thus Yellowstone County) are committed to the ongoing operation and maintenance items for this grant application project.

d. Project Right-of-Way and Railroad

The intent of the design for the Johnson Lane Sidewalk Connector project is to be fully constructed within the public right-of-way along Johnson Lane. As shown in the Right-of-Way Exhibits in the Appendix, there is currently 120 feet of public right-of-way along the project limits that is all free of conflicts. This will allow for adequate construction of the 6-foot sidewalk and boulevard throughout the project.

This project is free of railroad conflicts and no further action is required from a railroad coordination perspective.

e. Project Utility Impacts

For the Johnson Lane Sidewalk Connector project, the only utilities that could potentially be in conflict are overhead power lines within the vicinity of the proposed sidewalk. However, these power poles are located at the back of right-of-way, and the intent of the design is to place the sidewalk where power pole relocation will not be required. Yellowstone Valley Electric Cooperative has been informed about this potential project.

Also in proximity is a water line along the proposed sidewalk alignment. However, water lines are required to be buried greater than 6.5-feet beneath existing ground, and this will not cause conflicts. The water line is owned and operated by the Lockwood Water & Sewer District.

10. Appendix (add attachments): See enclosed attachments.

Yellowstone County



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

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

April 1, 2025

Lora Mattox
TA Coordinator/Transportation Planner
City of Billings Planning Division
2825 3rd Avenue North, Suite 400
Billings, MT 59101

Re: Transportation Alternatives Program Application
Johnson Lane Sidewalk Project


Dear Ms. Mattox:

The Yellowstone County Board of County Commissioners is in support of the Transportation Alternatives Program grant application for the Johnson Lane Sidewalk project. The project was identified within the Non-Motorized Transportation Plan produced by the Lockwood Pedestrian Safety District (LPSD).

The vision of the LPSD is to build a vibrant community with thriving industrial, commercial, and residential neighborhoods where people of all ages and physical abilities can travel safely and efficiently without the use of an automobile. The project will help accomplish this vision while also aiding in the mission to effectively eliminate fatalities and serious injuries caused by vehicular and pedestrian conflicts throughout the Lockwood area.

For questions regarding this letter of support please contact the Board of County Commissioners, Yellowstone County.

Sincerely,
BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA



Mark Morse, Chair



Michael J. Waters, Member



John Ostlund, Member



LOCKWOOD PEDESTRIAN SAFETY DISTRICT



Lockwood Pedestrian Safety District
Advisory Board to Yellowstone County
PO Box 35000
Billings, MT 59107-5000

April 2, 2025

Lora Mattox
TA Coordinator/Transportation Planner
City of Billings Planning Division
2825 3rd Avenue North, Suite 400
Billings, MT 59101

Re: Transportation Alternatives Program Application
Johnson Lane Sidewalk Project

Dear Ms. Mattox:

The Lockwood Pedestrian Safety District Advisory Board is in support of the Transportation Alternatives Program grant application for the Johnson Lane Sidewalk project. The project is on a segment of roadway deemed a high priority by the district's Non-Motorized Transportation Plan. The project completes segments of existing sidewalk to a commercial center of the community for shopping and dining and connects to a residential subdivision.

The mission of the Lockwood Pedestrian Safety District is to effectively eliminate fatalities and serious injuries caused by vehicular and pedestrian conflicts throughout the Lockwood area. Completing the Johnson Lane Sidewalk at the project's location will offer pedestrians a safe way out of the road where steady residential and commercial vehicle traffic on one of Lockwood's busiest roads. As the Lockwood community continues to develop, the safety of neighbors of all ages and abilities is priority to assure an active, healthy lifestyle is responsibly encouraged and experienced.

For more information, please contact Brandy Dangerfield, Lockwood Pedestrian Safety District Advisory Board Chair.

Respectfully,

Brandy Dangerfield
LPSP Advisory Board Secretary
dangerfield.brandy@gmail.com

Travis Smith
LPSP Advisory Board Chair
travis@cd-mt.com

JOHNSON LANE SIDEWALK CONCEPTUAL DESIGN
(SHEET 1 OF 2)

ROCKWOOD ST TO OLD HARDIN RD
WITHIN
YELLOWSTONE COUNTY

PREPARED FOR : YELLOWSTONE COUNTY, MONTANA
PREPARED BY : 

APRIL 2025
BILLINGS, MONTANA



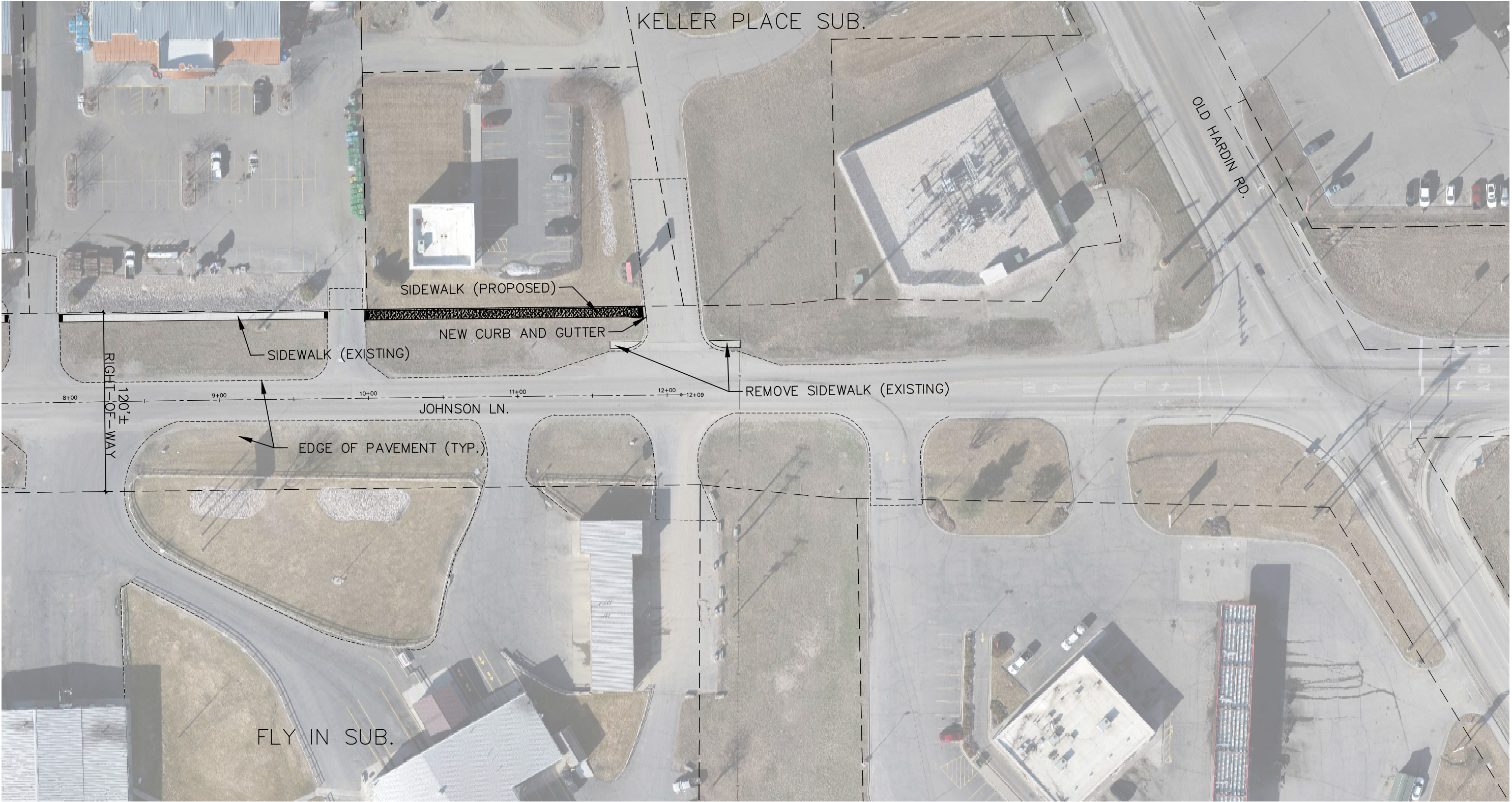
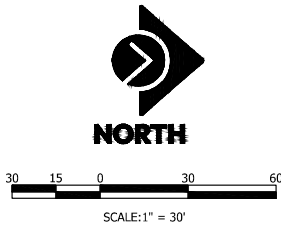
JOHNSON LANE SIDEWALK CONCEPTUAL DESIGN

(SHEET 2 OF 2)

ROCKWOOD ST TO OLD HARDIN RD
WITHIN
YELLOWSTONE COUNTY

PREPARED FOR : YELLOWSTONE COUNTY, MONTANA
PREPARED BY : **sanbell**

APRIL 2025
BILLINGS, MONTANA



JOHNSON LANE SIDEWALK CONNECTOR COST ESTIMATE				
QUANTITY	DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
2,500	Miscellaneous Work	UNIT	\$ 1.00	\$ 2,500.00
1	Contractor Survey & Layout	LS	\$ 5,000.00	\$ 5,000.00
1	Mobilization/Demobilization - 10%	LS	\$ 11,000.00	\$ 11,000.00
1	Traffic Control	LS	\$ 5,000.00	\$ 5,000.00
1	Temporary Erosion Control	LS	\$ 1,500.00	\$ 1,500.00
2,610	Geotextile Fabric	SF	\$ 0.50	\$ 1,305.00
48	1-1/2" Minus Crushed Base Course	CY	\$ 75.00	\$ 3,625.00
2,610	6" Sidewalk (6 ft. wide)	SF	\$ 20.00	\$ 52,200.00
12	Unclassified Excavation	CY	\$ 35.00	\$ 420.00
30	Truncated Dome Detectable Warning Panel	SF	\$ 65.00	\$ 1,950.00
1	Clearing & Grubbing	LS	\$ 5,000.00	\$ 5,000.00
1,305	Hydroseeding	SF	\$ 0.50	\$ 652.50
145	Over-excavation & Backfill	CY	\$ 75.00	\$ 10,875.00
3	Removal and Disposal of Small Tree	EA	\$ 200.00	\$ 600.00
2	Removal and Disposal of Large Tree	EA	\$ 2,500.00	\$ 5,000.00
50	ADA Ramp-6 foot wide	SF	\$ 20.00	\$ 1,000.00
5	Street Sign w/ Post	EA	\$ 591.33	\$ 2,956.65
25	Sawcut Asphalt	LF	\$ 8.00	\$ 200.00
10	Curb & Gutter Removal	LF	\$ 25.00	\$ 250.00
15	Concrete Demo and Removal	SY	\$ 12.00	\$ 180.00
SUBTOTAL				\$ 111,214.15
30% CONTINGENCY				\$ 33,364.25
SUBTOTAL				\$ 144,578.40
INFLATION 4%/YEAR x 3 YEARS				\$ 18,052.64
SUBTOTAL				\$ 162,631.03
TOTAL				\$ 162,631.03

JOHNSON LANE SIDEWALK R/W EXHIBITS
(SHEET 1 OF 2)

ROCKWOOD ST TO OLD HARDIN RD
WITHIN
YELLOWSTONE COUNTY

PREPARED FOR : YELLOWSTONE COUNTY, MONTANA
PREPARED BY : **sanbell**

APRIL 2025

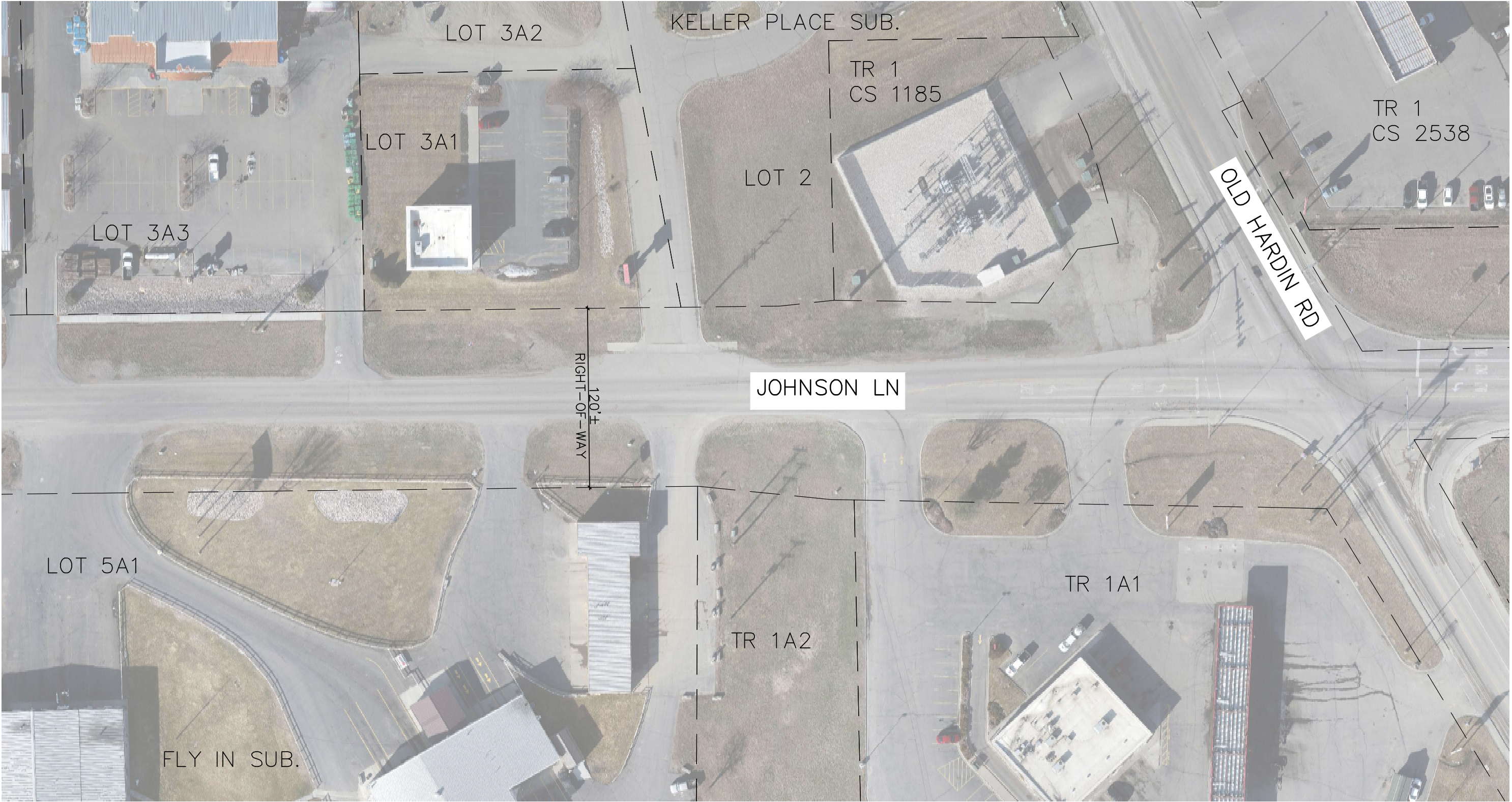
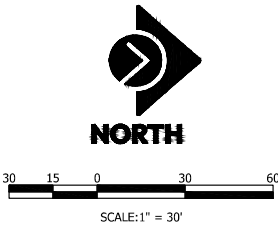


JOHNSON LANE SIDEWALK R/W EXHIBITS
(SHEET 2 OF 2)

ROCKWOOD ST TO OLD HARDIN RD
WITHIN
YELLOWSTONE COUNTY

PREPARED FOR : YELLOWSTONE COUNTY, MONTANA
PREPARED BY : 

APRIL 2025
BILLINGS, MONTANA





Billings Metropolitan Planning Organization (MPO)
 Transportation Alternatives (TA) Program
2025 Project Application

Review the **instructions** prior to filling out this application for a Capital Improvement Project. Fill in all the sections and do not leave any blank.

1. Project Name: City of Billings Safe Routes to School 2025 TA

2. Project Sponsor: City of Billings

3. Project Contact:
 Mac Fogelsong, PE

 City Engineer, City of Billings, 316 North 26th, 5th Floor, Billings MT 59101

fogelsongm@billingsmt.gov; 406-657-8232

4. Project Cost Estimate

	Total Cost of Phase	Federal/State Funds Share (TA) 86.58%	Local Matching Funds 13.42%	Additional Contribution
Preliminary Engineering (PE)	\$163,046.39	\$141,165.56	\$21,880.82	
PE Local (100%)	\$163,046.39	\$141,165.56	\$21,880.82	
Construction (CN)	\$1,220,553.25	\$1,056,755.00	\$163,798.25	
Construction Engineering (CE)	\$108,697.59	\$94,110.37	\$14,587.22	
CE Local (100%)	\$108,697.59	\$94,110.37	\$14,587.22	
Right-of-Way (RW)	\$0.00	\$0.00	\$0.00	
RW Local	\$0.00	\$0.00	\$0.00	

	Total Cost of Phase	Federal/State Funds Share (TA) 86.58%	Local Matching Funds 13.42%	Additional Contribution
Incidental Construction (Utility involvement) (IC)	\$0.00	\$0.00	\$0.00	
Total	\$1,492,297.23	\$1,292,030.94	\$200,266.29	

As a reminder, the cost split between Federal Share TA and Matching funds is 86.58% Federal Share TA and 13.42% Match

5. Project Administration: Please provide information regarding which entity is proposed to administer the project. Is this project going to be administered as a local (LAG) project or are you requesting MDT to administer the project. If requesting MDT administration, please explain.

The City of Billings will administer the project as a local (LAG) project, through the Engineering Division.

6. Description of Project (10 points):

The 2025 Safe Routes to School TA application will complete high priority projects from a large list of remaining Safe Routes to school projects totaling about \$25,000,000. This funding would accelerate the completion of the projects that are first and foremost safety-based for school children and pedestrians.

Seven project focus areas are proposed that are recommended in the Safe Routes to School Plans, Phase I and Phase II:

- Jackson Street Pedestrian Crossings and Curb Extensions (Bulb-outs)
- Riverside School Zone Improvements
- South Billings Boulevard School Crossing and Pedestrian Refuge Island
- Governors Boulevard Intersection Improvements for Castlerock School
- Central Avenue and 24th Street West--High Visibility Crossing and Leading Pedestrian Interval
- Parkhill Drive and 17th Street--High Visibility Crossing
- Poly Drive and Hoover Avenue Pedestrian Crossing--RRFB and Curb Extensions

These projects are in close proximity and benefit Newman Elementary School, Riverside Middle School, Castlerock Middle School, Mount Olive Lutheran School/Billings West High School, and Rose Park Elementary School.

The project locations were identified in the Safe Routes to School Plans, Phase I and Phase II and are shown in the appendix. A letter of support is provided from School District #2 in the appendix.

The project improvements are substantially surface type improvements, requiring minimal underground excavation and do not require additional right-of-way. These projects will not impact driveways or parking lots or negatively impact existing storm drainage systems.

7. Project Eligibility:

The proposed project is eligible for Transportation Alternatives and strongly meets several categories:

- 1) Category b. Construction, planning, and design of infrastructure-related projects and systems that provide safe routes for non-drivers, including children, older adults, and individuals with disabilities to access daily needs.
- 2) Category f. Safe Routes to School Projects. Projects must be identified in a locally adopted Safe Routes to School Plan.
- 3) The safe routes to school program under section 1404 of the SAFETEA-LU. A. Infrastructure-related projects.-planning, design, and construction of infrastructure-related projects on any public road or any bicycle or pedestrian pathway or trail in the vicinity of schools that will substantially improve the ability of students to walk and bicycle to school, including sidewalk improvements, traffic calming and speed reduction improvements, pedestrian and bicycle crossing improvements, on-street bicycle facilities, off-street bicycle and pedestrian facilities, secure bicycle parking facilities, and traffic diversion improvements in the vicinity of schools.

The project areas discussed in this application are all recommended projects from the 2021 and 2022 Safe Routes to School Plans, Phase I and II that were locally adopted by the MPO and the Billings City Council.

8. Project Benefits (45 points):

a. Safety

The project addresses safety concerns raised in the Safe Routes to School Plans, Phase I and Phase II by implementing the recommended projects therein. The project locations utilize tools and design elements that promote safety by improving the physical and visual environment.

The techniques and design elements used to improve safety are the following:

- Creation of a school zone with reduced speed and additional awareness through flashing school zone. The reduced speed and associated signage alerts drivers that there will be students walking and biking in the area.
- Leading Pedestrian Intervals (LPI)—allows pedestrians time to cross the street ahead of traffic, especially turning vehicles, by allowing increased visibility
- Pedestrian Refuge—reduces crossing lengths and allows more visibility of pedestrians. Allows pedestrians to use gaps in traffic by crossing only one direction of traffic. Also creates a visual notice of the crossing and slows traffic speeds by narrowing the traveled way
- Increased level of Striping—High visibility striping at crossings creates improved awareness of crossings
- Curb Extensions (bulb-outs)—Curb extensions shorten pedestrian crossing distances and allow pedestrians to more easily be seen prior to crossing the street
- Rectangular Rapid Flashing Beacons—Makes presence of pedestrian known to drivers

b. Accessibility

The project improves accessibility from an ADA standpoint, but also from accessibility and comfort level of pedestrians and bicyclists, particularly school children going to and from school. Many of the street crossing improvements improve accessibility by adding ADA ramps where none exist today (e.g. Morgan Avenue, Orell Drive, Vaughn Lane, Poly Drive/Hoover Avenue). The benefits of the safety elements discussed in section b. apply to all persons with disabilities as well. All the improvements will be constructed to ADA and PROWAG guidelines.

c. Connectivity

One of the primary benefits of the project is connectivity through better connecting routes to school. A primary goal of the SRTS is to promote safety within a certain radius of the school –these projects promote connectivity within those spheres used by school-aged children walking and biking to those elementary and middle schools. The proposed project elements clearly make the connections from the student’s place of residence to school more direct, safe and noticeable. Inherently, the project elements also improve connections across existing streets for other pedestrians and bicyclists as well.

9. Project Risk Analysis (45 points):

a. Budget

The project budget was developed for each project element and location using recent construction costs at a conceptual planning level through staff experience with costs of Safe Routes to School type improvements. Further, these costs were compared with cost estimates proposed in the Safe Routes to School plans. Contingencies were applied for design and construction unknowns, and inflation of construction costs were added.

A detailed construction cost estimate is provided in the appendix.

b. Matching Funds

Local matching funds in the amount of 13.42% are proposed by the City Public Works Department and are included in the FY 2026 capital budget that requires approval by City Council in June 2025. Historically, these funds are allocated under a specific budget line for Safe Routes to School and have been approved by the City Council.

c. Project Ownership and Maintenance

The City of Billings is responsible for operation and maintenance of the project facilities through annual O&M funds, including sweeping and re-striping faded striping. The City has staff to maintain electrical components of the Leading Pedestrian Interval and Rectangular Rapid Flashing Beacons (RRFBs). The City has the necessary personnel, equipment and budget to maintain these facilities.

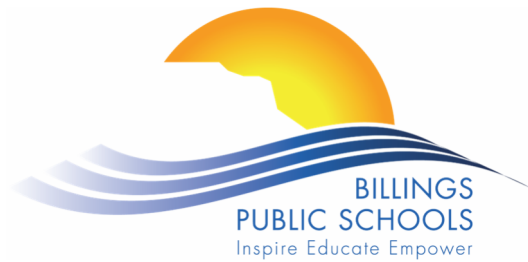
d. Project Right-of-Way and Railroad

The project elements will be constructed within existing right-of-way and there are no anticipated right-of-way needs. There are no significant challenging elements within the right-of-way. None of the project elements are involved with the railroad.

e. Project Utility Impacts

City staff has reviewed the project locations and there are minimal impacts to existing utilities with the proposed improvements. Most of the infrastructure are surface improvements and should not require any utility relocations. Any pedestrian push button poles, RRFB poles, or signs will be placed out of the way of existing utilities. During preliminary design and after surveying of existing utilities, the City will coordinate with various utility companies. At this conceptual stage, there are no apparent, critical utility impacts.

10. Appendix (add attachments): Letter of Support, Project Map, Construction Cost Estimate



March 31, 2025

Mac Fogelsong
City of Billings
316 North 26th Street
Billings, MT 59101

Reference: Letter of Support for 2025 Transportation Alternatives Grant Application.

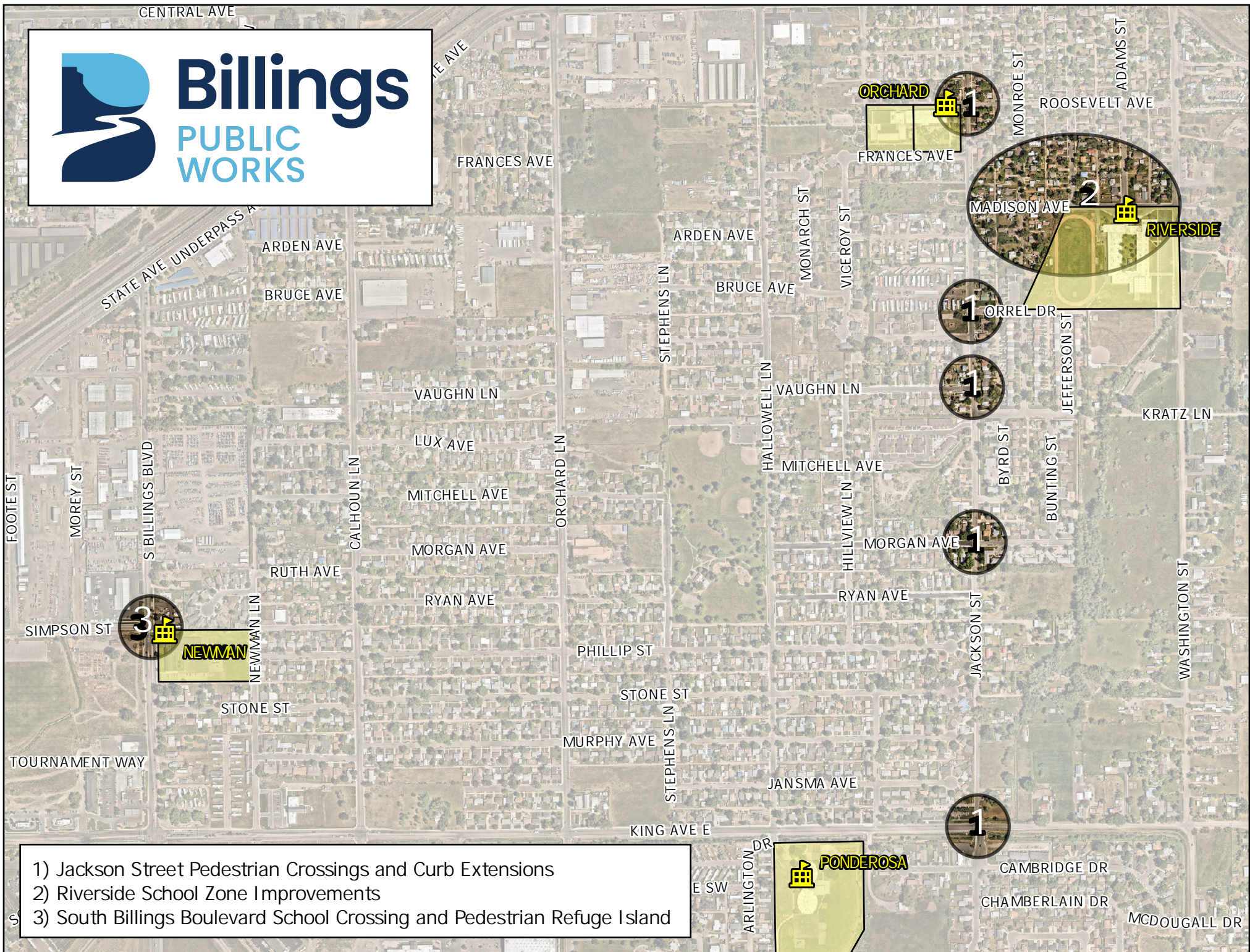
Dear Mac:

School District 2 is pleased to support the City of Billings in its Transportation Alternatives 2025 grant application. The grant application is exclusively focused on Safe Routes to School projects identified and prioritized from the Safe Routes to School Phase I and II plans.

We understand there are about seven main project areas serving elementary and middle schools based on priorities identified in the plans. As you know, we were a partner in developing those Safe Routes to School plans and look forward to seeing these projects implemented to improve the safety of school children getting to and from school.

Sincerely,

Scott Reiter
Executive Director of Facilities
Billings Public Schools
101 10th Street West
Billings, MT 59102





Billings
PUBLIC
WORKS



W WICKS LN

NOTTINGHAM CIR

 **CASTLE ROCK**

GOVERNORS BLVD

PAUL REVERE ST

REVOLUTION AVE

REPUBLIC AVE

TRENTON ST

CENTENNIAL ST

FREEDOM AVE

DECLARATION AVE

BABCOCK BLVD

TOOLE CT

TOOLE CIR



KOOTENAI AVE

CONSTITUTION AVE

CALICO AVE

GINGER AVE

SENORA AVE

CAPRICORN PL

AQUARIUS PL

WATERS BLVD

NEPTUNE BLVD

NUTTER BLVD

LAKEHILLS DR

VALLEY FORGE ST

4) Governors Boulevard Intersection Improvements for Castle Rock School



Billings
PUBLIC
WORKS

STEWART PARK RD

25TH ST W

MALL DR

CENTRAL AVE

24TH ST W

S 24TH ST W

UEBLO DR

ST JOHNS AVE

ELDORADO DR

LEXINGTON DR

S SANTA FE DR

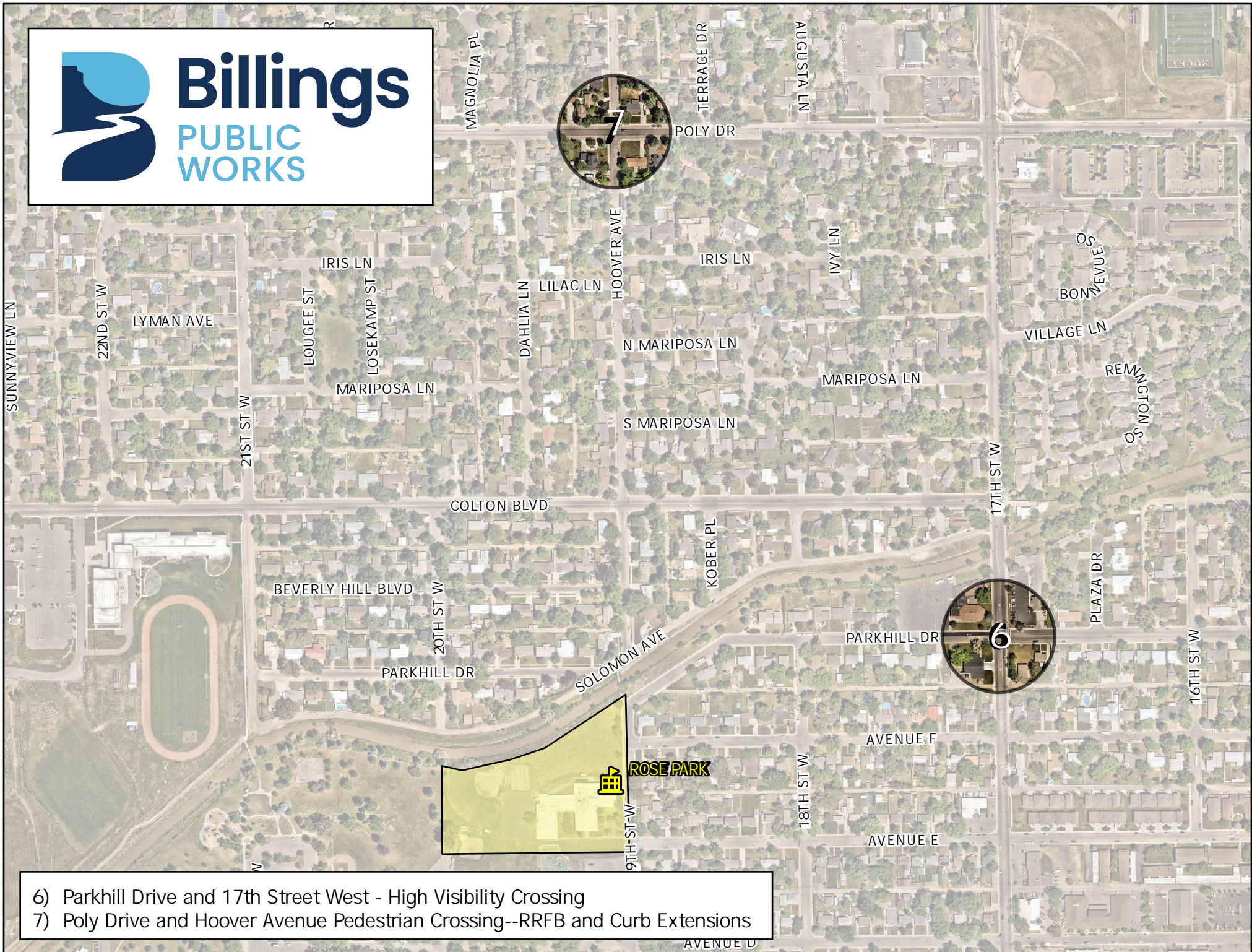
SANTA FE DR

WEST

**MT OLIVE
LUTHERAN**



5) Central Avenue and 24th Street West--High Visibility Crossing and Leading Pedestrian Interval



- 6) Parkhill Drive and 17th Street West - High Visibility Crossing
- 7) Poly Drive and Hoover Avenue Pedestrian Crossing--RRFB and Curb Extensions

TA Grant Application Projects
Summary Of Costs

1. Jackson Street	\$317,625.00
2. Riverside School Zone	\$283,250.00
3. South Billings Boulevard	\$67,100.00
4. Governors Boulevard	\$182,050.00
5. Central Ave & 24th Street West	\$34,100.00
6. Parkhill Drive and 17th Street West	\$23,100.00
7. Poly Drive and Hoover Avenue	\$118,450.00
Total Construction Estimate	\$1,025,675.00
15% Construction Contingency	\$153,851.25
Inflation Contingency (4%)	\$41,027.00
Total Construction Estimate, with Contingency	\$1,220,553.25
Engineering Design, Construction Observation, Staking, and Administration (20%)	\$244,110.65
MDT Indirect Cost (11.32% of Engineering & Construction Administration)	\$27,633.33
Total, Engineering Cost	\$271,743.98
Total Project Cost	\$1,492,297.23
Local Match (13.42%)	\$200,266.29
Federal Share (86.58%)	\$1,292,030.94

	Total Cost of Phase	Federal Share (86.58%)	Local match (13.42%)	Additional Contribution
Preliminary Engineering (PE)	\$163,046.39	\$141,165.56	\$21,880.82	\$0.00
PE Local (100%)	\$163,046.39	\$141,165.56	\$21,880.82	\$0.00
Construction (CN)	\$1,220,553.25	\$1,056,755.00	\$163,798.25	\$0.00
Construction Engineering (CE)	\$108,697.59	\$94,110.37	\$14,587.22	\$0.00
CE Local (100%)	\$108,697.59	\$94,110.37	\$14,587.22	\$0.00
Right of Way (RW)	\$0.00	\$0.00	\$0.00	\$0.00
Incidental Construction (Utility Involvement) (IC)	\$0.00	\$0.00	\$0.00	\$0.00
Total	\$1,492,297.23	\$1,292,030.94	\$200,266.29	\$0.00

1. Jackson Street
Pedestrian Crossings, High Visibility Crosswalks, Curb Extensions

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$28,875.00	\$28,875.00
Construction Traffic Control	LS	1	\$15,000.00	\$15,000.00
Remove Existing Surface and Utility Features (Per Intersection)	EA	5	\$4,000.00	\$20,000.00
Curb Extension Including ADA Ramp, Per Corner (Assumes 50 LF New Curb, 200 SF New Concrete, 2 ADA Ramps, and 4 Truncated Dome Panels)	EA	24	\$6,500.00	\$156,000.00
Storm Drain or Drainage Improvements (Per Intersection)	EA	5	\$8,000.00	\$40,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	11	\$4,000.00	\$44,000.00
New Sign(s), Post, and Foundation	EA	22	\$625.00	\$13,750.00

Construction Estimate - Jackson Street Curb Extensions

\$317,625.00

2. Riverside School Zone

Streets Surrounding Riverside Middle School

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$25,750.00	\$25,750.00
Construction Traffic Control	LS	1	\$15,000.00	\$15,000.00
Madison Ave Traffic Calming	LS	1	\$50,000.00	\$50,000.00
Washington Street Traffic Calming	LS	1	\$150,000.00	\$150,000.00
School Zone Flasher	EA	4	\$7,500.00	\$30,000.00
New Sign(s), Post, Foundation	EA	20	\$625.00	\$12,500.00
Construction Estimate - Riverside Middle School - School Zone				\$283,250.00

3. South Billings Boulevard
School Crossing and Pedestrian Refuge Island

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$6,100.00	\$6,100.00
Construction Traffic Control	LS	1	\$15,000.00	\$15,000.00
Remove / Sawcut Existing Surface and Utility Features	LS	1	\$5,000.00	\$5,000.00
Concrete Median (Pedestrian Refuge Island) (Includes Type A Median Curb, 3-in Median Cap, ADA Ramps, Delineators, Concrete Patching)	LS	1	\$30,000.00	\$30,000.00
Relocate Existing RRFB Assembly	EA	2	\$1,500.00	\$3,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	2	\$4,000.00	\$8,000.00
Construction Estimate - South Billings Boulevard				\$67,100.00

4. Governors Boulevard
Intersection Improvements for Castlerock Middle School

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$16,550.00	\$16,550.00
Construction Traffic Control	LS	1	\$20,000.00	\$20,000.00
Remove / Sawcut Existing Surface and Utility Features (Per Intersection)	EA	3	\$5,000.00	\$15,000.00
Curb and Gutter	LF	900	\$30.00	\$27,000.00
Asphalt Restoration	SY	800	\$50.00	\$40,000.00
6-inch Concrete	SF	1,500	\$15.00	\$22,500.00
4-inch Concrete	SF	1,000	\$12.00	\$12,000.00
Landscape Restoration	LS	1	\$5,000.00	\$5,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	4	\$6,000.00	\$24,000.00
Construction Estimate - Governors Boulevard				\$182,050.00

5. Central Ave & 24th Street West
High Visibility Crossing and Leading Pedestrian Interval

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$3,100.00	\$3,100.00
Construction Traffic Control	LS	1	\$2,000.00	\$2,000.00
Obliterate Existing Striping	LS	1	\$5,000.00	\$5,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	4	\$6,000.00	\$24,000.00
Construction Estimate - Central Ave & 24th Street West				\$34,100.00

6. Parkhill Drive and 17th Street West
Pedestrian Crossing Enhancements

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$2,100.00	\$2,100.00
Construction Traffic Control	LS	1	\$1,000.00	\$1,000.00
Obliterate Existing Striping	LS	1	\$4,000.00	\$4,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	4	\$4,000.00	\$16,000.00
Construction Estimate - Parkhill Drive and 17th Street West				\$23,100.00

7. Poly Drive and Hoover Avenue
Pedestrian Crossing Enhancements

	Unit	Qty	Unit Cost	Total Cost
General Requirements (Taxes, Bonds, Mob, etc.)	LS	1	\$8,950.00	\$8,950.00
Construction Traffic Control	LS	1	\$5,000.00	\$5,000.00
Remove / Sawcut Existing Surface and Utility Features	LS	1	\$10,000.00	\$10,000.00
Curb and Gutter	LF	300	\$30.00	\$9,000.00
Asphalt Restoration	SY	200	\$50.00	\$10,000.00
6-inch Concrete	SF	700	\$15.00	\$10,500.00
4-inch Concrete	SF	2,000	\$12.00	\$24,000.00
Landscape Restoration	LS	1	\$5,000.00	\$5,000.00
Pre-Formed Thermo (White) (Per Crosswalk)	EA	4	\$4,000.00	\$16,000.00
Intersection Lighting	LS	1	\$20,000.00	\$20,000.00
Construction Estimate - Poly Drive and Hoover Avenue				\$118,450.00

B.O.C.C. Regular

7. a.

Meeting Date: 07/15/2025

Title: Funding Agreement with MDT - Overlay Project of the Johnson Lane/Coulson Road Intersection

Submitted By: Erika Guy

TOPIC:

Funding Agreement with MDT - Overlay Project of the Johnson Lane/Coulson Road Intersection

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Yellowstone Co MDT Johnson Coulson Agreement

FUNDING AGREEMENT

Overlay Project of the Johnson Lane/Coulson Road Intersection

This Funding Agreement (AGREEMENT) is made and entered into by and between Yellowstone County (RECIPIENT), 316 N 26th Street, Billings, MT 59101 (81-6001449), and the Montana Department of Transportation (MDT), PO Box 201001, Helena, MT 59620 (81-0302402), together referred to as "the PARTIES."

The purpose of this AGREEMENT is to establish the responsibilities and duties of the PARTIES with respect to MDT's contribution of \$41,857 in non-federal funds to the RECIPIENT for its overlay project of the Johnson Lane/Coulson Road intersection (PROJECT).

The PROJECT's goal is to improve the driving surface and extend the life of the pavement at the PROJECT'S location and relieve the need to initiate a future MDT project to repair this intersection.

WHEREAS, MDT supports this PROJECT and agreed to contribute \$41,857 to be used by RECIPIENT for PROJECT costs; and

NOW THEREFORE, the PARTIES agree as follows:

I. FUNDING

1. RECIPIENT:

- a. Will accept forty-one thousand, eight hundred and fifty-seven dollars (\$41,857) for RECIPIENT's use on the PROJECT and will only spend the funds on expenses for the PROJECT.
- b. Agrees that MDT's maximum and only funding contribution to the PROJECT is the one-time payment of \$41,857.

2. MDT:

- a. MDT will pay RECIPIENT the amount of \$41,857 out of non-federal matching funds when this AGREEMENT is fully executed.

3. Participation

a. RECIPIENT:

1. Agrees to include and coordinate with MDT throughout the planning process of the PROJECT.

b. MDT:

1. Agrees to participate and coordinate with the RECIPIENT throughout the planning process of the PROJECT.

II. GENERAL TERMS AND CONDITIONS

1. Hold Harmless and Indemnification

- a. The RECIPIENT agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in RECIPIENT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the RECIPIENT, its agents, or sub-contractors, under this AGREEMENT, except the negligence of MDT.
 - b. MDT agrees to protect, defend, indemnify, and hold the RECIPIENT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this AGREEMENT, except the negligence of the RECIPIENT.
2. Insurance
 - a. General Requirements: Each PARTY shall maintain for the duration of this AGREEMENT, at its own cost and expense, insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the duties and obligations in this AGREEMENT by each PARTY, its agents, employees, representatives, assigns, or sub-contractors. This insurance shall cover such claims as may be caused by any negligent act or omission.
 - b. General Liability Insurance: Each PARTY shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1 million per occurrence and \$2 million aggregate per year to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this AGREEMENT, or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Mont. Code Ann. Title 2, Chapter 9.
 - c. General Provisions: All insurance coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each PARTY must notify the other immediately of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. Each PARTY reserves the right to request complete copies of the other PARTY's insurance policy or self-insured memorandum of coverage at any time.
 - d. Workers' Compensation Insurance: The RECIPIENT must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Mont. Code Ann. §§39-71-401 and 39-71-405. Neither the RECIPIENT nor its employees are employees of MDT. This insurance/exemption must be valid for the entire AGREEMENT period.
3. Choice of Law and Venue – This AGREEMENT shall be governed by the laws of Montana. The PARTIES agree that any litigation concerning this AGREEMENT must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each PARTY shall pay its own costs and attorney fees except as otherwise noted in this AGREEMENT.

4. Binding Effect – The benefits and obligations set forth in this AGREEMENT shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the PARTIES.
5. Relationship of Parties – Nothing contained in this AGREEMENT shall be deemed or construed (either by the PARTIES hereto or by any third party) to create the relationship between the PARTIES.
6. Non-Discrimination – The RECIPIENT will require that during the performance of any work arising out of this AGREEMENT the RECIPIENT, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment A attached hereto and made part of this AGREEMENT.
7. Americans with Disabilities Act (ADA) – MDT requires that any construction resulting from this AGREEMENT must include appropriate pedestrian facilities that meet or exceed current MDT policies and guidelines for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessibility Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's detailed drawings, 608 series.
8. Audit – The RECIPIENT grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the RECIPIENT maintains in connection with this AGREEMENT.
9. Access and Retention of Records – The City agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the AGREEMENT. The City agrees to create and retain records supporting this AGREEMENT for a period of three (3) years after the completion date of the AGREEMENT or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.
10. Amendment and Modification – This AGREEMENT may be modified or amended only by written Amendment signed by the PARTIES. In addition to the terms and conditions contained herein, the provisions of any Amendment may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
11. Representatives
 - a. RECIPIENT's Representative: The RECIPIENT's representative for this AGREEMENT shall be the RECIPIENT manager or designee or such other individual as RECIPIENT shall designate in writing. Whenever approval or authorization from or communication or submission to RECIPIENT is required by this AGREEMENT, such communication or submission shall be directed to the RECIPIENT's representative and approvals or authorizations shall be issued only by such representative; provided, however, that in exigent circumstances when RECIPIENT's representative is not available, MDT may direct its communication or submission to other designated RECIPIENT personnel or agents.

Recipient's contact for billing and accounting:
Jennifer Jones
Finance Director
jjones@yellowstonecountymt.gov
316 N 26th Street, RM 3401, Billings, MT 59101

- b. MDT's Representative: The MDT representative for this AGREEMENT shall be the Chief Financial Officer or Rail, Transit & Planning Division Administrator, or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this AGREEMENT, such direction or communication shall be directed to MDT's representative; provided, however, that in exigent circumstances when MDT's representative is not available, RECIPIENT may direct its direction or communication or submission to other designated MDT personnel or agents.

MDT's contact for billing and accounting:

Heidi Iha

Special Project Accountant

hiha@mt.gov

406-444-7280

P.O. Box 201001

Helena, MT 59620-1001

12. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

(Signature Pages to Follow)

EXECUTION BY YELLOWSTONE COUNTY (RECIPIENT)

Signature of RECIPIENT'S Designated Representative

Date: _____

Mark Morse, Chair, Yellowstone County BOCC

Name and title of RECIPIENT'S Designated Representative

Reviewed for Legal Content:

Signature of RECIPIENT'S Legal Services Representative

Date: _____

Steve Williams, Chief In-House Counsel

Name and title of RECIPIENT'S Legal Services Representative

EXECUTION BY STATE OF MONTANA DEPARTMENT OF TRANSPORTATION (MDT)

Signature of MDT's Designated Representative

Date: _____

Dustin Rouse, Chief Engineer
Name and title of MDT's Designated Representative

Reviewed for Legal Content:

Signature of MDT's Legal Services Representative

Date: _____

Valerie Baulkas, Chief Legal Counsel
Name and title of MDT's Legal Services Representative

Reviewed for Civil Rights Content:

Signature of MDT's Civil Rights Representative

Date: _____

Erika Wimmer, Bureau Chief, Civil Rights
Name and title of MDT's Civil Rights Representative

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes

Race, color, national origin,
sex, sexual orientation, gender identity,
age, disability, income-level & Limited
English Proficiency

State protected classes

Race, color, national origin, parental/marital status,
pregnancy, childbirth, or medical conditions related to
pregnancy or childbirth, religion/creed, social origin or
condition, genetic information, sex, sexual orientation,
gender identification or expression, ancestry, age,
disability mental or physical, political or religious
affiliations or ideas, military service or veteran status,
vaccination status or possession of immunity passport

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

- a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.
- b. The PARTY will provide notice to its employees and the members of the public that it serves that will include the following:
 - i. A statement that the PARTY does not discriminate on the grounds of any protected classes.
 - ii. A statement that the PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).
 - iii. Contact information for the PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
 - iv. Information on how to request information in alternative accessible formats.

- c. In accordance with Mont. Code Ann. § 49-3-207, the PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that the PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

- a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY will make all reasonable efforts to utilize DBE firms certified by MDT for its subcontracting services. The list of all currently certified DBE firms is located on the MDT website at mdt.mt.gov/business/contracting/civil/dbe.shtml
- b. By signing this agreement, the PARTY assures MDT that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

- c. The PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
- b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities: During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airways Improvement Act of 1982, (49 U.S.C. § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Non-Discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English Proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);

- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).
- Executive Order 13672 prohibits discrimination in the civilian federal workforce on the basis of gender identity and in hiring by federal contractors on the basis of both sexual orientation and gender identity.

State

- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraph one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives issued pursuant thereto. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

B.O.C.C. Regular

7. b.

Meeting Date: 07/15/2025

Title: Lockwood Sidewalk Contract with Askin Construction

Submitted For: Logan McIsaac

Submitted By: Logan McIsaac

TOPIC:

Contract with Askin Construction for the Lockwood Sidewalk Project

BACKGROUND:

A recommendation of award was made to Askin Construction for the mentioned project. There was no contest to the recommendation and the necessary documents and signatures have been provided by the Contractor.

RECOMMENDED ACTION:

Sign contract

Attachments

Contract

SECTION 00500
AGREEMENT FORM

This Agreement is dated July 15, 2025, by and between Yellowstone County, hereinafter called Owner, and Askin Construction, LLC, hereinafter called Contractor. Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK

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

2037 LF of new 6" concrete sidewalk and associated ADA features between Woodland Road and Rykken Circle and 436 LF of 36" RCP irrigation pipe, valves, manholes, and associated work.

Article 2. THE PROJECT

2.01 The project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: TA 56(114) Sidewalks - Lockwood

Article 3. ENGINEER

3.01 The Project has been designed by: DOWL, 222 North 32nd Street, Suite 700, Billings, Montana 59101 who is hereinafter called Engineer and who is to act as Owner's representative, assume all duties and responsibilities and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 4. CONTRACT TIME

4.01 Time is of the Essence.

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

4.02 Days to achieve Substantial Completion and Final Completion.

A. There are three (3) milestones for Substantial Completion on this Project as follows:

1. The Work on the Project between Woodland Road (beginning of project, Station 1+11.71) and the west intersection of Rykken Circle and Old Hardin Rd (Station 17+00) will be substantially complete within 30 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

2. The Work on the Project between the west intersection of Rykken Circle and Old Hardin Rd (Station 17+00) and the end of Project (Station 22+92.03) will be substantially complete within 30 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.03 of the General Conditions.

3. All Work will be substantially complete not later than October 31, 2025. The number of Calendar Days for each interim Completion Date will be added together to determine the total Calendar Days allowed.

B. Final completion: All Work shall be within 14 calendar days after the date of Substantial Completion.

4.03 Liquidated Damages.

A. Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner One Thousand Five Hundred and 00/100 dollars (\$1,500.00) for each calendar day that expires after the time specified in paragraph 4.02 for Substantial Completion until the Work is substantially complete and Eight Hundred and 00/100 dollars (\$800.00) for each calendar day that expires after the time specified in paragraph 4.02 for Final completion. The liquidated damages specified herein includes unscheduled employment.

Article 5. CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the work in accordance with the Contract Documents an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the quantity of that item that is constructed and accepted. Unit prices are those listed in the Unit Price Schedule of the Bid Form attached to this Agreement. Estimated quantities used for bidding purposes are not guaranteed. Payment will be for actual quantities as determined by Engineer in accordance with paragraph 9.07 of the General Conditions. Unit prices have been computed as provided in paragraph 11.03 of the General Conditions.

Article 6. PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments:

A. Contractor shall submit Applications for Payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the Contract Documents.

6.02 Progress Payments; Retainage:

A. Owner shall make progress payments in accordance with Article 14 of the General Conditions on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer, once each month during construction as provided below. All progress payments will be on the basis of the progress of the Work measured by the number of units of each bid item completed times the bid unit price in the Unit Price Schedule of the Bid Form for that item or for lump sum bid items payment will be made on the percentage of actual work complete based on the schedule of values break down for the lump sum bid item.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the sum of the unit price bid items less the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, in accordance with paragraph 14.02 of the General Conditions.

- a. The Owner shall retain five percent (5%) of the amount of each payment until final completion and acceptance of all Work covered by the Contract Documents.

- b. Retainage will be five percent (5%) of materials and equipment not incorporated in the Work (but delivered, suitable stored and accompanied by documentation satisfactory to Owner as provided in paragraph 14.02 of the General Conditions).

- c. In accordance with Title 15, Chapter 50, MCA, the Owner shall withhold, in addition to other amounts withheld as provided by law or specified herein, one percent (1%) of all

payments due the Contractor and shall transmit such monies to the Montana Department of Revenue.

2. Upon Substantial Completion and at the Owner's discretion, the amount of retainage may be further reduced if requested by the Contractor.

6.03 Final Payment:

A. Upon final completion and acceptance of the Work in accordance with paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said paragraph 14.07.

Article 7. INTEREST

7.01 All monies not paid when due as provided in Article 14 of the General Conditions shall bear interest at a rate of up to 1% per month.

Article 8. CONTRACTOR'S REPRESENTATION

8.01 In order to induce Owner to enter into this Agreement, Contractor makes the following representations:

A. Contractor has examined and carefully studied the Contract Documents (including all Addenda) listed in paragraph 9 and the other related data identified in the Bidding Documents.

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

C. Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work.

D. Contractor has studied carefully all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazard Environmental Condition, if any, at the Site which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions. Contractor acknowledges that such reports and drawings are not Contract Documents and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to underground Facilities at or contiguous to the site.

E. Contractor has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise, which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Contractor including and specific means, methods, techniques, sequences and procedures of construction, if any, expressly required by the Contract Documents to be employed by the Contractor, and safety precautions and programs incident thereto.

F. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price,

within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.

G. Contractor is aware of the general nature of the work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract Documents.

H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.

I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Contractor.

J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 9. CONTRACT DOCUMENTS

9.01 Contents

A. The Contract Documents consist of the following:

1. This Agreement (pages 1 to 7, inclusive);
2. Performance Bond (pages 1 to 4, inclusive);
3. Payment Bond (pages 1 to 4, inclusive);
4. Other Bonds *[N/A]*
5. General Conditions (pages 1 to 62, inclusive);
6. Supplementary Conditions (pages 1 to 12, inclusive);
7. Special Provisions (pages 1 to 22, inclusive);
8. Specifications as listed in table of contents of the Project Manual;
9. Drawings consisting of a cover sheet and sheets numbered 1 through 34 with each sheet bearing the general title: TA 56(113) Sidewalks - Lockwood;
10. Addenda (Numbers 1 to 3, inclusive);
11. Exhibits to this Agreement (enumerated as follows):
 - a. Notice To Proceed;
 - b. Contractor's Bid;
 - c. Documentation submitted by Contractor prior to Notice of Award;
 - d. Notice of Award;
12. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Written Amendments;
 - b. Work Change Directives;
 - c. Change Order(s);

- d. Any Notice of Partial Utilization;
- e. Notice of Substantial Completion;
- f. Lien Waivers;
- g. Notice of Final Completion and Acceptance;

13. Certificates of Insurance

14. Wage Rates

15. Special Provisions (Section 00900 of Std Mods and project specific)

16. Montana Public Works Standard Specifications, Seventh Edition, dated April 2021.

B. The documents listed in paragraph 9.01.A. are attached to this Agreement (except as expressly noted otherwise above).

C. There are no Contract Documents other than those listed above in this Article 9.

D. The Contract Documents may only be altered, modified or supplemented as provided in paragraphs 3.04 of the General Conditions.

Article 10. MISCELLANEOUS

10.01 Terms.

A. Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.

10.02 Assignment of Contract

A. No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically, but without limitation, moneys that may come due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

A. Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect of all covenants, agreements and obligations contained in the Contract Documents.

10.04 Severability

A. Any provision of part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision of part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed copies of Agreement. Documents have been signed or identified by Owner and Contractor or by Engineer on their behalf.

This Agreement will be effective on _____, (which is the effective date of the Agreement).

Owner Yellowstone County

By _____

Mark Morse, BOCC Chairman

Attest _____

Jeff Martin, Clerk and Recorder

Approved as to form _____

City Attorney

Address for giving notices:

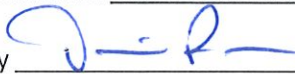
Yellowstone County Board of County
Commissioners Stillwater Building

316 North 26th Street, Billings, MT 59101

Phone No. _____

Fax No. _____

Contractor Askin Construction, LLC

By 

(Signature) Dennis Ross - General Manager

Attest 

(Signature) Tana Erickson - Project Coordinator

Address for giving notices:

3922 Coulson Rd E

Billings, MT 59101

Phone No. 406-702-1097

Fax No. _____

(SEAL)

Contractor Registration No. _____

Agent for service of process:

(If Contractor is a corporation or a partnership, attach evidence of authority to sign.)

(CORPORATE SEAL)

(If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of Owner – Contractor Agreement.)

Owner's Designated Representative:

Name: Logan McIsaac

Title: Project Manager

Address: 316 North 26th Street

Billings, MT 59101

Phone No.: _____

Fax No.: _____

Contractor's Designated Representative:

Name: Dennis Ross

Title: Project Manager

Address: 3922 Coulson Rd E

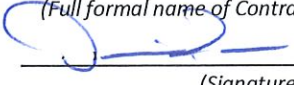
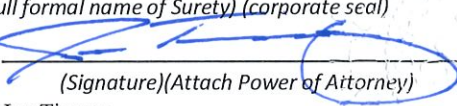

Billings, MT 59101

Phone No.: 406-702-1097

Fax No.: _____

END OF SECTION 00500

PERFORMANCE BOND

Contractor Name: Askin Construction, LLC Address (principal place of business): 3922 Coulson Rd E Billings, MT 59101	Surety Name: American Alternative Insurance Corporation Address (principal place of business): 555 College Road East Princeton, NJ 08543
Owner Name: Yellowstone County, Montana Mailing address (principal place of business): P.O. Box 35024 Billings, MT 59107	Contract Description (name and location): Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood, Yellowstone County, MT Contract Price: \$492,995.00 Effective Date of Contract:
Bond S7A2SU0004985 Bond Amount: Four Hundred Ninety-two Thousand Nine Hundred Ninety-five And No/100 (\$492,995.00) Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Askin Construction, LLC <hr/> <i>(Full formal name of Contractor)</i> By:  <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Dennis Ross</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>General Manager</u> Attest: <u>Tana Erickson</u> <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Tana Erickson</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Project Coordinator</u>	Surety American Alternative Insurance Corporation <hr/> <i>(Full formal name of Surety) (corporate seal)</i> By:  <div style="text-align: center;"><i>(Signature) (Attach Power of Attorney)</i></div> Name: <u>Jon Tierney</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Attorney-In-Fact</u> Attest:  <div style="text-align: center;"><i>(Signature)</i></div> Name: <u>Jarren Komac</u> <div style="text-align: center;"><i>(Printed or typed)</i></div> Title: <u>Bond Clerical</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

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

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

14. Definitions

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

PAYMENT BOND

Contractor Name: Askin Construction, LLC Address (<i>principal place of business</i>): 3922 Coulson Rd E Billings, MT 59101	Surety Name: American Alternative Insurance Corporation Address (<i>principal place of business</i>): 555 College Road East Princeton, NJ 08543
Owner Name: Yellowstone County, Montana Mailing address (<i>principal place of business</i>): P.O. Box 35024 Billings, MT 59107	Contract Description (<i>name and location</i>): Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood, Yellowstone County, MT Contract Price: \$492,995.00 Effective Date of Contract:
Bond S7A2SU0004985 Bond Amount: Four Hundred Ninety-two Thousand Nine Hundred Ninety-five And No/100 (\$492,995.00) Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: <input checked="" type="checkbox"/> None <input type="checkbox"/> See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal Askin Construction, LLC _____ <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: <u>Dennis Ross</u> <i>(Printed or typed)</i> Title: <u>General Manager</u> Attest: <u>Tana Erickson</u> <i>(Signature)</i> Name: <u>Tana Erickson</u> <i>(Printed or typed)</i> Title: <u>Project Coordinator</u>	Surety American Alternative Insurance Corporation _____ <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature) (Attach Power of Attorney)</i> Name: <u>Jon Tierney</u> <i>(Printed or typed)</i> Title: <u>Attorney-In-Fact</u> Attest: <u>Jarren Komac</u> <i>(Signature)</i> Name: <u>Jarren Komac</u> <i>(Printed or typed)</i> Title: <u>Bond Clerical</u>
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

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

CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Jon Tierney; John D. Leaf; Gary Paladichuk; Chris Jermunson; Brooke A. Garness; Kimberly Hodson; Sharresa Drahos; Kristin A. Piccioni; Jamie M. Roe; Jarren Komac; Casey Caywood; Amy Steinmetz; Nathan Oakley; Robert C Pfennigs; and Blaine D. Martin

Its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner

Michael G. Kerner
President

Attest:

Ignacio Rivera

Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this ____ day of _____, 20__.

AMERICAN ALTERNATIVE INSURANCE CORPORATION



Ignacio Rivera
Ignacio Rivera (Sep 24, 2021 14:06 EDT)

Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



ASKICON-01

CMCCORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/7/2025

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 # 979004 HUB International Mountain States Limited 3545 Gabel Road Unit 3 Billings, MT 59102	CONTACT NAME: Chelsey McCord PHONE (A/C, No, Ext): (406) 652-9151 FAX (A/C, No): (406) 652-7838 E-MAIL ADDRESS: chelsey.mccord@hubinternational.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Alaska National Insurance Company		38733
INSURER B : Montana State Fund		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED Askin Construction LLC 3922 Coulson Rd E Billings, MT 59101	
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COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	X	24GPS13377	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	24GAS13377	7/15/2024	7/15/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			24GLU13377	7/15/2024	7/15/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	03-608752-2	7/15/2024	7/15/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Yellowstone County TA56 (114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood

Certificate Holder Name Continued: Yellowstone County, Montana and DOWL (Engineer)

General Liability form ANIC GL 1187 0821 - Contractors' General Liability Enhancement Endorsement (Primary and Noncontributory, Additional Insured,

Waiver of Subrogation, Completed Operations, Ongoing)

General Liability form CG2007 1219 - Additional Insured - Engineers, Architects or Surveyors

Commercial Automobile form ANIC CA1150 1013 - Business Auto Coverage Enhancement Endorsement (Additional Insured, Waiver of Transfer of Rights of Recovery, Primary & Non-Contributory)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County, Montana
PO Box 2514
Billings, MT 59103

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 # 979004	NAMED INSURED Askin Construction LLC 3922 Coulson Rd E Billings, MT 59101 Yellowstone
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:

Commercial Umbrella form ANIC CU1149 1115 – Additional Insured Primary and Non-Contributory
Commercial Umbrella form CU0001 0413 – follow form over General Liability, Commercial Auto, Employers Liability
Commercial Umbrella form CU2403 1219 – Waiver of Transfer of Rights of Recovery Against Others to Us
Workers Compensation Form NC300-Rev0423 Blanket Waiver of Subrogation
30 Day Notice of Cancellation per form ANIC IL1141 0611

CANCELLATION NOTICE TO CERTIFICATE HOLDERS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement applies to all Coverage Parts included in this policy. The following conditions are added:

1. In the event of cancellation of the insurance afforded by this policy, we will provide written notice of such cancellation to the person(s) or organization(s) shown in the Schedule. Such notice may be delivered or sent by any means of our choosing. The notice to the person(s) or organization(s) shown in the Schedule will state the effective date of cancellation. Such notice of cancellation is solely for the purpose of informing the person(s) or organization(s) shown in the Schedule of the effective date of cancellation and does not grant, alter, or extend any rights or obligations under this policy.
2. If we cancel this policy for any reason other than nonpayment of premium, we will provide written notice to the person(s) or organization(s) shown in the Schedule at the same time notice is provided to the first Named Insured.
3. If we cancel this policy for nonpayment of premium, or if the first Named Insured cancels this policy, we will provide written notice to the person(s) or organization(s) shown in the Schedule. Such notice may be provided before or after the effective date of cancellation.
4. Failure to provide notice in accordance with the terms of this endorsement does not:
 - a. Alter the effective date of policy cancellation;
 - b. Render such cancellation ineffective;
 - c. Grant, alter, or extend any rights or obligations under this policy; or
 - d. Extend the insurance beyond the effective date of cancellation.

SCHEDULE

Per list on file where written notice of cancellation, non-renewal, or material change to this policy is required by written contract, permit, or agreement with the Named Insured.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 39

Countersigned By _____

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CONTRACTORS' GENERAL LIABILITY ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Coverage afforded under this extension of coverage endorsement does not apply to any person or organization covered as an additional insured on any other endorsement now or hereafter attached to this Coverage Part.

SCHEDULE OF COVERAGES ARE SUMMARIZED BELOW

1. Miscellaneous Additional Insureds

8 additional insured extensions.

Primary and Noncontributory Insurance

2. Damage To Premises Rented to You

Limit increased to \$500,000.

3. Medical Payments

Limits increased to \$15,000.

Reporting period increased to three years from the date of accident.

4. Non-owned Watercraft

Increased to 50 feet.

5. Supplementary Payments

Cost of bail bonds increased to \$10,000.

Daily loss of earnings increased to \$500.

6. Newly Formed Or Acquired Organizations

Coverage extended to the end of the policy period or the next anniversary of this policy's effective date.

7. Liberalization Clause

8. Unintentional Failure To Disclose Hazards

9. Notice of Occurrence

10. Broad Knowledge of Occurrence

11. Bodily Injury - Extension of Coverage

12. Expected Or Intended Injury

Reasonable force - bodily injury or property damage.

13. Blanket Waiver of Subrogation

Waiver of subrogation where required by written contract or written agreement.

14. In Rem Actions

15. Voluntary Property Damage

Limits added: \$5,000 occurrence, \$10,000 aggregate.

1. MISCELLANEOUS ADDITIONAL INSURED

Section II Who Is An Insured is amended to include as an additional Insured any person or organization described in Paragraphs **2.a.** through **2.h.** below whom you are required to add as an additional insured on this policy under a written contract or written agreement. However, the written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury", "property damage" or "personal injury and advertising injury", but

Only the following persons or organizations are additional insureds under this endorsement and coverage provided to such additional insureds is limited as provided herein:

- a. **State or Governmental Agency or Subdivision or Political Subdivisions**

Any state or governmental agency or subdivision or political subdivision that has issued a permit in connection with operations performed by you or on your behalf and that you are required by any ordinance, law or building code to include as an additional insured on this coverage part is an additional insured, but only with respect to liability for "bodily injury", "property damage", "personal and advertising injury" arising out of such operations.

The insurance provided to such state or political subdivision does not apply to any "bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for that state or political subdivision.

b. Controlling Interest

Any persons or organizations with a controlling interest in you but only with respect to their liability arising out of:

- (1) Their financial control of you, or
- (2) Premises they own, maintain or control while you lease or occupy these premises.

This insurance does not apply to structural alterations, new construction and demolition operations performed by or for such additional insured.

c. Managers or Lessors of Premises

A manager or lessor of premises but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the premises leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place 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 additional insured.

d. Mortgagee, Assignee or Receiver

A mortgagee, assignee or receiver but only with respect to their liability as mortgagee, assignee, or receiver and arising out of the ownership, maintenance, or use of a premises by you.

This insurance does not apply to structural alterations, new construction or demolition operations performed by or for such additional insured.

e. Owners or Other Interests From Whom Land Has Been Leased

An owner or other interest from whom land has been leased by you but only with respect to liability arising out of the ownership, maintenance or use of that specific part of the land leased to you and subject to the following additional exclusions:

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to lease that land; or
- (2) Structural alterations, new construction or demolition operations performed by or on behalf of such additional insured.

f. Co-owner of Insured Premises

A co-owner of a premises co-owned by you and covered under this insurance but only with respect to the co-owners liability as co-owner of such premises.

g. Lessor of Equipment

Any person or organization from whom you lease equipment. Such person or organization is an additional insured only with respect to their liability for "bodily injury", "property damage" or "personal and Advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person or organization. A person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such leased equipment ends.

With respect to the insurance afforded these additional insureds, the following additional exclusions apply:

This insurance does not apply:

- (1) To any "occurrence" which takes place after the equipment lease expires; or
- (2) To "bodily injury", "property damage", or "personal and advertising injury" arising out of the sole negligence of such additional insured.

h. Owners, Lessees or Contractors – Ongoing Operations and Completed Operations

1. Any person or organization for whom you are performing operations or have performed operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf; or
- c. "Your Work" performed for the additional insured described in Paragraph 1. or 2. above and included in the "products-completed operations hazard."

In the performance of your ongoing operations or completed operations for the additional insured described in Paragraph 1. or 2. above.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, 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, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

Primary And Noncontributory Insurance

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- (1) The additional insured is a Named Insured under such other insurance; and
- (2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

Section III - Limits of Insurance, the following is added:

With respect to the insurance afforded to the additional insureds described in Paragraphs **a.** through **h.** above, the most we will pay on behalf of such additional insured is the amount of insurance:

- (1) Required by the contract or agreement; or
- (2) Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This provision shall not increase the applicable Limits of Insurance shown in the Declaration.

2. Damage To Premises Rented to You

SECTION III – LIMITS OF INSURANCE, Paragraph **6.** is replaced by the following:

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 "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.

If a limit is shown for Damage to Premises Rented to You the most we will pay under Coverage **A** for damages because of "property damage" to any one premises is the Limit shown in the Declarations or \$500,000, whichever is greater.

3. MEDICAL PAYMENTS

A. Section III – Limits of Insurance, Paragraph **7.** is replaced by the following:

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.

If a limit is shown for Medical Expense in the Declarations the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person is the Limit shown in the Declarations or \$15,000, whichever is greater.

B. This provision 5. (Medical Payments) does not apply if **Section I - Coverage C Medical Payments** is excluded either by the provisions of the Coverage Part or by endorsement.

C. Paragraph 1.a.(3)(b) of **Section I - Coverage C - Medical Payments**, is replaced by the following:

(b) The expenses are incurred and reported to us within three years of the date of the accident; and

4. NON-OWNED WATERCRAFT

A. If endorsement **CG 21 09, CG 21 10, CG 24 50, or CG 24 51 is attached to the policy, Paragraph A. 2. g. (2) (b)** is replaced by the following:

(b) A watercraft that you do not own that is:

(i) Less than 50 feet long; and

(ii) Not being used to carry persons or property for a charge.

B. If Paragraph A. does not apply, Paragraph g. (2) of **2. EXCLUSION under SECTION I – COVERAGES, COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

(2) A watercraft that you do not own that is:

(a) Less than 50 feet long; and

(b) Not being used to carry persons or property for a charge.

5. SUPPLEMENTARY PAYMENTS

A. Under **Section I - Supplementary Payments - Coverage A and B**, Paragraph 1.b., the limit of \$250 shown for the cost of bail bonds is replaced by \$10,000;

B. In Paragraph 1.d., the limit of \$250 shown for daily loss of earnings is replaced by \$500.

6. NEWLY FORMED OR ACQUIRED ORGANIZATIONS

Paragraph 3.a. of **Section II - Who Is An Insured** is deleted and replaced by the following:

Coverage under this provision is afforded only until the end of the policy period or the next anniversary of this policy's effective date after you acquire or form the organization, whichever is earlier.

7. LIBERALIZATION CLAUSE

If we adopt a change in our forms or rules which would broaden coverage for contractors under this endorsement without an additional premium charge, your policy will automatically provide the additional coverages as of the date the revision is effective in your state.

8. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS – Paragraph 6. – Representations is replaced by the following:

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 you provided to us 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 laws and regulations.

9. NOTICE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties In The Event of Occurrence, Offense, Claim or Suit**:

Your rights under this Coverage Part will not be prejudiced if you fail to give us notice of an "occurrence", offense, claim or "suit" and that failure is solely due to your reasonable belief that the "bodily injury" or "property damage" is not covered under this Coverage Part. However, you shall give written notice of this "occurrence", offense, claim or "suit" to us as soon as you are aware that this insurance may apply to such "occurrence", offense, claim or "suit."

10. BROAD KNOWLEDGE OF OCCURRENCE

The following is added to Paragraph 2. of **Section IV - Commercial General Liability Conditions - Duties in The Event of Occurrence, Offense, Claim or Suit**:

You must give us or our authorized representative notice of an "occurrence", offense, claim, or "suit" only when the "occurrence", offense, claim or "suit" is known to:

- (1) You, if you are an individual;
- (2) A partner, if you are a partnership;
- (3) An executive officer or the employee designated by you to give such notice, if you are a corporation; or

- (4) A manager, if you are a limited liability company.

11. EXPANDED BODILY INJURY

Section V - Definitions, the definition of "bodily injury" is changed to read:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury by that person at any time which results as a consequence of the bodily injury, sickness or disease.

12. EXPECTED OR INTENDED INJURY

Exclusion a. of **Section I - Coverage A - Bodily Injury and Property Damage Liability** is replaced by the following:

- a. "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.

13. BLANKET WAIVER OF SUBROGATION

The **Transfer Of Rights Of Recovery Against Others To Us Condition (Section IV - Commercial General Liability Conditions)** is amended by the addition of the following:

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

14. IN REM ACTIONS

Any action in rem against any vessel owned, operated by or for, or chartered by or for you will be treated in the same manner as though the action were in personam against you.

15. VOLUNTARY PROPERTY DAMAGE

The following is added, **Section I – Coverage A – Bodily Injury and Property Damage Liability 1., Insuring Agreement:**

We will pay, at your request, for “property damage” to property of others while in the care, custody or control of an insured, arising out of your business operations away from your insured premises for which this policy is written and occurring during the policy period.

However, the “property damage” must be the result of unintentional damage or destruction but does not include disappearance, theft, or loss of use.

You agree with us that we shall have no duty to defend any claims and/or “suits” for which the only coverage provided is under this coverage extension.

For the purpose of this coverage only, **Section I – Coverage A – Bodily Injury and Property Damage Liability 2. Exclusions J. (4.) is deleted.**

As respects coverage afforded under Voluntary Property Damage, the following is added to **Section III – Limits of Insurance:**

Regardless of the number of insureds, claims or “suits” brought, or persons or organizations making claims or bringing “suits”:

1. Subject to 2. Below, the most we will pay for “property damage” arising from any one “occurrence” arising out of “property damage” to property of others caused by you and while in your care, custody or control is \$5,000.
2. The most we will pay for the sum of all “property damage” in an annual policy period is \$10,000. This amount is part of and not in addition to the General Aggregate Limit described in Paragraph 2. of **Section III – Limits of Insurance.**

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 14

Countersigned By _____

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855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

ASKIN CONSTRUCTION LLC
3300 2ND ST N STE 3
BILLINGS MT 59101

Policy #: 03-608752-2
Team: Premier
Date: 07/10/2024

Policy Period: 07/15/2024 - 07/15/2025
Effective Date of Endorsement: 07/15/2024 - 07/15/2025

WAIVER OF SUBROGATION ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule. Our waiver of rights does not release your employees' rights against third parties.

Schedule

BLANKET WAIVER OF SUBROGATION

This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us. Full waiver fee will be applied to your policy regardless of when added to your policy and will automatically renew upon renewal of your policy.

Blanket Waiver of Subrogation Fee: \$200.00

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

cc: DREW LEVEAUX

BUSINESS AUTO COVERAGE ENHANCEMENT ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Various provisions in this endorsement 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. The words “we”, “us”, and “our” refer to the company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **SECTION V – DEFINITIONS** in the Business Auto Coverage Form.

The coverages provided by this endorsement apply per “accident” and, unless otherwise specified, are subject to all of the terms, conditions, exclusions and deductible provisions of the policy, to which it is attached.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.1. Who Is An Insured is amended to include:

- d. Any “employee” of yours 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.
- e. Any person or organization for whom you have agreed in writing to provide insurance such as is afforded by this Coverage Form, but only with respect to liability arising out of the ownership, maintenance or use of “autos” covered by this policy. If such person or organization has other insurance then this insurance is primary to and we will not seek contribution from the other insurance.

SECTION IV – Business Auto Conditions, Paragraph A. 5. – Transfer of Rights of Recovery Against Others To Us is amended to include:

5. Transfer of Rights of Recovery Against Others to Us

This condition does not apply to any person(s) or organization(s) to the extent that

subrogation against that person or organization is waived prior to the “accident” or the “loss” under a contract with that person or organization.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (2) – **Supplementary Payments** is replaced by the following:

- (2) Up to \$10,000 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.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.a. (4) – **Supplementary Payments** is replaced by the following:

- (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.

SECTION II – COVERED AUTO LIABILITY COVERAGE, Paragraph A.2.c. – **Voluntary Property Damage** is added as follows:

c. Voluntary Property Damage

At your written request, we may make a voluntary payment for Property Damage caused by an “insured”, but without liability to a third party, up to \$25,000. We will not make a Voluntary Property Damage payment to anyone who is an “insured” under this policy.

SECTION III – PHYSICAL DAMAGE COVERAGE, Paragraph A.2. – **Towing** is replaced by the following:

Towing

We will pay up to \$500 for towing and labor costs incurred each time a covered “auto” that is a:

- a. Private passenger;

- b. Truck;
- c. Pick-up truck;
- d. Panel ; or
- e. Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight is disabled. However, the labor must be performed at place of disablement.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.3. – **Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles** is replaced by the following:

Glass Breakage – Hitting a Bird or Animal – Falling Objects or Missiles

If you carry Comprehensive Coverage for the damaged covered “auto”, we will pay the following under Comprehensive Coverage:

- a. Glass Breakage;
- b. “Loss” caused by hitting a bird or animal; and
- c. “Loss” caused by falling objects or missiles.

However, you have the option of having glass breakage caused by a covered “auto’s” collision or overturn considered a “loss” under Collision Coverage.

Glass Repair – Waiver of Deductible

No deductible applies to glass breakage, if the glass is repaired rather than replaced.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.a. – **Transportation Expenses** is replaced by the following:

a. Transportation Expenses

We will pay up to \$200 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered “auto” that is a:

- (1) Private passenger;
- (2) Truck;

- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. We will pay only for those covered “autos” for which you carry either Comprehensive or Specified Causes of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy’s expiration, when the covered “auto” is returned to use or we pay for its “loss”.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.b. – **Loss of Use Expenses** is replaced by the following:

b. Loss of Use Expenses – Hired, Rented, or Borrowed Automobiles

We will pay expenses for which an “insured” becomes legally responsible to pay for loss of use of a vehicle hired, rented or borrowed without a driver under a written rental contract or agreement. We will pay for loss of use expenses, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the vehicle withdrawn from service.
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the vehicle withdrawn from service.
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the vehicle withdrawn from service.

However, the most we will pay for any expenses for loss of use is \$200 per day, to a maximum of \$1,500.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.c. – **Non-Transportation Loss of Use Expenses** is added as follows:

c. Non-Transportation Loss of Use Expenses

We will pay up to \$2,000 for non-transportation expense incurred by you, because of “loss” to a covered “auto”, if caused by:

- (1) Other than Collision, only if the Declarations indicate that Comprehensive Coverage is provided for the “auto” withdrawn from service;
- (2) Specified Causes of Loss only if the Declarations indicate that Specified Causes of Loss Coverage is provided for the “auto” withdrawn from service; or
- (3) Collision only if the Declarations indicate that Collision Coverage is provided for the “auto” withdrawn from service.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.d. – **Airbag Coverage** is added as follows:

d. Airbag Coverage

We will pay for the cost to repair, replace, or reset an airbag that inflates for any reason other than as a result of a collision, if the Declarations indicate that the covered “auto” has Comprehensive Coverage or Specified Causes of Loss Coverage.

SECTION III – PHYSICAL DAMAGE COVERAGE,
Paragraph A.4.e. – **Rental Reimbursement Coverage** is added as follows:

e. Rental Reimbursement Coverage

We will pay up to \$75 per day for rental reimbursement expenses incurred by you for the rental of an “auto” because of “loss” to a covered “auto” that is a:

- (1) Private Passenger;

- (2) Truck;
- (3) Pick-up truck;
- (4) Panel; or
- (5) Van

type vehicle under 20,000 lbs. of Gross Vehicle Weight. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered “auto”. No deductibles apply to this coverage.

- (1) We will pay only for those expenses incurred during the policy period beginning 24 hours after the “loss” and ending, regardless of the policy’s expiration, with the lesser of the following number of days:

- (a) The number of days reasonably required to repair or replace the covered “auto”.

- (b) 30 days.

- (2) This coverage does not apply while there are spare or reserve “autos” available to you for your operations.

- (3) The Rental Reimbursement Coverage described above does not apply to a covered “auto” that is described or designated as a covered “auto” on Rental Reimbursement Coverage Form CA 99 23.

SECTION IV – BUSINESS AUTO CONDITIONS –
Paragraph B.2. – Concealment, Misrepresentation Or Fraud is amended by adding **Unintentional Failure to Disclose Hazards** at the end of Paragraph B.2. as follows:

Unintentional Failure to Disclose Hazards

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not deny coverage under this Coverage Form because of such failure. However, this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

SECTION IV – BUSINESS AUTO CONDITIONS –
Paragraph B.5.b. – **Other Insurance** is replaced by the following:

- 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 that individual “employee’s” name, with your 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”.

SECTION V – DEFINITIONS – Paragraph C. – **“Bodily injury”** is replaced by the following:

- C.** “Bodily injury” means bodily injury, sickness or disease sustained by a person including death or mental anguish resulting from any of these. Mental anguish means any type of mental or emotional illness or disease

COMMERCIAL LIABILITY UMBRELLA 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 on behalf of the insured the "ultimate net loss" in excess of the "retained limit" 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 damages for such "bodily injury" or "property damage" when the "underlying insurance" does not provide coverage or the limits of "underlying insurance" have been exhausted. When we have no duty to defend, we will have the right to defend, or to participate in the defense of, the insured against any other "suit" seeking damages to which this insurance may apply. 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. At our discretion, we may investigate any "occurrence" that may involve this insurance and settle any resultant claim or "suit" for which we have the duty to defend. But:

- (1) The amount we will pay for the "ultimate net loss" is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

- b. This insurance applies to "bodily injury" or "property damage" that is subject to an applicable "retained limit". If any other limit, such as a sublimit, is specified in the "underlying insurance", this insurance does not apply to "bodily injury" or "property damage" arising out of that exposure unless that limit is specified in the Declarations under the Schedule of "underlying insurance".
- c. 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.a. 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.
- d. "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.a. 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.

e. "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.a. 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.

f. 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" 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 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 are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (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 even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage" involved that which is described in Paragraph (1), (2) or (3) above.

However, 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.

This exclusion does not apply to the extent that valid "underlying insurance" for the liquor liability risks described above exists or would have existed but for the exhaustion of underlying limits for "bodily injury" and "property damage". To the extent this exclusion does not apply, the insurance provided under this Coverage Part for the liquor liability risks described above will follow the same provisions, exclusions and limitations that are contained in the applicable "underlying insurance", unless otherwise directed by this insurance.

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 – Coverage **A** – Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" 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 we have used up the applicable limit of insurance in the payment of judgments or settlements or 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. Except for liability arising out of the ownership, maintenance or use of "covered autos":
 - a. If you are designated in the Declarations as:
 - (1) 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.
 - (2) 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.

- (3) 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.
- (4) 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.
- (5) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

b. Each of the following is also an insured:

- (1) 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:
 - (a) "Bodily injury" or "personal and advertising injury":
 - (i) 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" 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;
 - (ii) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (a)(i) above; or

- (iii) 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 (a)(i) or (ii) above.
- (b) "Property damage" to property:
 - (i) Owned, occupied or used by;
 - (ii) 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).
- (2) Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- (3) Any person or organization having proper temporary custody of your property if you die, but only:
 - (a) With respect to liability arising out of the maintenance or use of that property; and
 - (b) Until your legal representative has been appointed.
- (4) 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.
- c. 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:
 - (1) Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - (2) Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - (3) Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- 2. Only with respect to liability arising out of the ownership, maintenance or use of "covered autos":
 - a. You are an insured.
 - b. Anyone else while using with your permission a "covered auto" you own, hire or borrow is also an insured except:
 - (1) The owner or anyone else from whom you hire or borrow a "covered auto". This exception does not apply if the "covered auto" is a trailer or semitrailer connected to a "covered auto" you own.
 - (2) Your "employee" if the "covered auto" is owned by that "employee" or a member of his or her household.
 - (3) Someone using a "covered auto" while he or she is working in a business of selling, servicing, repairing, parking or storing "autos" unless that business is yours.
 - (4) Anyone other than your "employees", partners (if you are a partnership), members (if you are a limited liability company), or a lessee or borrower or any of their "employees", while moving property to or from a "covered auto".
 - (5) A partner (if you are a partnership), or a member (if you are a limited liability company) for a "covered auto" owned by him or her or a member of his or her household.
 - (6) "Employees" with respect to "bodily injury" to:
 - (a) Any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business; or
 - (b) The spouse, child, parent, brother or sister of that fellow "employee" as a consequence of Paragraph (a) above.
 - c. Anyone liable for the conduct of an insured described above is also an insured, but only to the extent of that liability.

3. Any additional insured under any policy of "underlying insurance" will automatically be an insured under this insurance.

Subject to Section III – Limits Of Insurance, if coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- a. Required by the contract or agreement, less any amounts payable by any "underlying insurance"; or
- b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

Additional insured coverage provided by this insurance will not be broader than coverage provided by the "underlying insurance".

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.

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, "suits" brought, or number of vehicles involved; or
 - c. Persons or organizations making claims or bringing "suits".
2. The Aggregate Limit is the most we will pay for the sum of all "ultimate net loss" under:
 - a. Coverage A, except "ultimate net loss" because of "bodily injury" or "property damage" arising out of the ownership, maintenance or use of a "covered auto"; and
 - b. Coverage B.
3. Subject to Paragraph 2. above, the Each Occurrence Limit is the most we will pay for the sum of all "ultimate net loss" under Coverage A because of all "bodily injury" and "property damage" arising out of any one "occurrence".
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 "ultimate net loss" because of all "personal and advertising injury" sustained by any one person or organization.

5. If there is "underlying insurance" with a policy period that is nonconcurrent with the policy period of this Commercial Liability Umbrella Coverage Part, the "retained limit(s)" will only be reduced or exhausted by payments for:

- a. "Bodily injury" or "property damage" which occurs during the policy period of this Coverage Part; or
- b. "Personal and advertising injury" for offenses that are committed during the policy period of this Coverage Part.

However, if any "underlying insurance" is written on a claims-made basis, the "retained limit(s)" will only be reduced or exhausted by claims for that insurance that are made during the policy period, or any Extended Reporting Period, of this Coverage Part.

The Aggregate Limit, as described in Paragraph 2. above, applies 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 – CONDITIONS

1. Appeals

If the "underlying insurer" or insured elects not to appeal a judgment in excess of the "retained limit", we may do so at our own expense. We will also pay for taxable court costs, pre- and postjudgment interest and disbursements associated with such appeal. In no event will this provision increase our liability beyond the applicable Limits of Insurance described in Section III – Limits Of Insurance.

2. Bankruptcy

a. Bankruptcy Of Insured

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

b. Bankruptcy Of Underlying Insurer

Bankruptcy or insolvency of the "underlying insurer" will not relieve us of our obligations under this Coverage Part.

However, this insurance will not replace the "underlying insurance" in the event of bankruptcy or insolvency of the "underlying insurer". This insurance will apply as if the "underlying insurance" were in full effect.

3. 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, regardless of the amount, 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";
- (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.

4. 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.

5. Other Insurance

- a. This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to insurance specifically written as excess over this Coverage Part.

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.

- b. When this insurance is excess over other insurance, we will pay only our share of the "ultimate net loss" that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of the insurance provided under this Coverage Part; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

6. 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.

7. Representations Or Fraud

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;
- c. We have issued this policy in reliance upon your representations; and
- d. This policy is void in any case of fraud by you as it relates to this policy or any claim under this policy.

8. 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.

9. 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.

10. 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.

11. Loss Payable

Liability under this Coverage Part does not apply to a given claim unless and until:

- a. The insured or insured's "underlying insurer" has become obligated to pay the "retained limit"; and
- b. The obligation of the insured to pay the "ultimate net loss" in excess of the "retained limit" has been determined by a final settlement or judgment or written agreement among the insured, claimant and us.

12. Transfer Of Defense

When the underlying limits of insurance have been used up in the payment of judgments or settlements, the duty to defend will be transferred to us. We will cooperate in the transfer of control to us of any outstanding claims or "suits" seeking damages to which this insurance applies which would have been covered by the "underlying insurance" had the applicable limit not been used up.

13. Maintenance Of/Changes To Underlying Insurance

Any "underlying insurance" must be maintained in full effect without reduction of coverage or limits except for the reduction of the aggregate limit in accordance with the provisions of such "underlying insurance" that results from payment of claims, settlement or judgments to which this insurance applies.

Such exhaustion or reduction is not a failure to maintain "underlying insurance". Failure to maintain "underlying insurance" will not invalidate insurance provided under this Coverage Part, but insurance provided under this Coverage Part will apply as if the "underlying insurance" were in full effect.

If there is an increase in the scope of coverage of any "underlying insurance" during the term of this policy, our liability will be no more than it would have been if there had been no such increase.

ADDITIONAL INSUREDS PRIMARY AND NON-CONTRIBUTORY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

Paragraph **a.** of **5. Other Insurance** of **Section IV - Conditions** is deleted and replaced by:

5. Other Insurance

- a.** This insurance is excess over, and shall not contribute with any of the other insurance, whether primary, excess, contingent or on any other basis. This condition will not apply to either:

(1) Other insurance that is specifically written as excess over this Coverage Part; or

(2) Other insurance that is both:

- (a)** Issued to a Named Insured that is an additional insured under this Coverage Part as described in paragraph **3.** of **Section II - Who Is An Insured**; and

- (b)** Intended to be excess of this insurance and non-contributory with this insurance as agreed under a written contract or agreement into which you have entered that requires that this insurance be primary and non-contributory.

Such insurance as is described in items **(1)** and **(2)** above shall apply in excess of the Limits of Insurance of this Coverage Part and we will not seek contribution or indemnity from such insurance for damages to which this Coverage Part applies.

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 will be entitled to the insured's rights against all those other insurers.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 30

Countersigned By _____

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WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

SCHEDULE

Name Of Person(s) Or Organization(s):

As required by written contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **9. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 31

Countersigned By _____

ADDITIONAL INSURED – ENGINEERS, ARCHITECTS OR SURVEYORS

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any architect, engineer, or surveyor engaged by you but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In connection with your premises; or
2. In the performance of your ongoing operations.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or the failure to render any professional services by or for you, including:

1. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

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", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional services by or for you.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

This endorsement changes the policy to which it is attached and, unless otherwise stated, is effective on the date issued at 12:01 A.M. standard time at your mailing address shown in the policy. **The information below is required only when this endorsement is issued subsequent to commencement of the policy.**

Endorsement Effective

Policy No.

Insured

Endorsement No. 19

Countersigned By _____

SECTION 00300
BID FORM

PROJECT IDENTIFICATION:

TA 56(114) Sidewalks - Lockwood

Lockwood, Yellowstone County, Montana

CONTRACT IDENTIFICATION AND NUMBER:

TA 56(114) Bicycle & Pedestrian Facilities

THIS BID SUBMITTED TO:

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

or

Yellowstone County
316 North 26th Street
Billings, MT 59101

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

2.01 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid, and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain subject to acceptance for sixty (60) days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

3.01 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

A. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>#1</u>	<u>5/8/25</u>
<u>#2</u>	<u>5/16/25</u>
<u> </u>	<u> </u>

B. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Special Provisions as provided in paragraph 4.02 of the General Conditions; and (2) reports and drawings of a Hazard Environmental Condition, if any, which has been identified in the Special Provisions as provided in paragraph 4.06 of the General Conditions.

E. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.

F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

G. Bidder is aware of the general nature of the Work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.

H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies and data with the Bidding Documents.

I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder.

J. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

The Bidder certifies that no official of the Owner, Engineer or any member of such official's immediate family, has direct or indirect interest in the pecuniary profits or Contracts of the Bidder.

5.01 The Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

A. Unit Prices have been computed in accordance with paragraph 11.03.B of the General Conditions.

B. Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities provided, determined as provided in the Contract Documents.

C. The undersigned agrees that the unit prices shall govern in checking the Bid, and should a discrepancy exist in the Total Estimated Price and Total Amount of Unit Prices Bid as listed below after extensions are checked and corrections made, if any, the Total Amount of Unit Prices Bid as corrected shall be used in awarding this Contract.

D. The Owner reserves the right to reject any or all Bids.

TA 56(113) Sidewalks - Lockwood

ITEM NO.	DESCRIPTION	BID QTY.	UNIT	UNIT PRICE	TOTAL PRICE
01	Mobilization / Demobilization	1	LS	\$25,000.00	\$25,000.00
02	Taxes, Bonds, Insurance	1	LS	\$10,000.00	\$10,000.00
03	General Requirements	1	LS	\$15,000.00	\$15,000.00
04	Construction Traffic Control	1	LS	\$14,500.00	\$14,500.00
05	Permitting Obligations	1	LS	\$2,000.00	\$2,000.00
06	Excavation Above Subgrade	441	CY	\$35.00	\$15,435.00
07	Embankment in Place	174	CY	\$45.00	\$7,830.00
08	Relocate Mailbox	5	EA	\$400.00	\$2,000.00
09	Remove Sign Assembly	8	EA	\$175.00	\$1,400.00
10	Concrete Sidewalk, 6"	1,345	SY	\$108.00	\$145,260.00
11	Detectable Warning Panel	70	SF	\$80.00	\$5,600.00
12	Install Sign Assembly	8	EA	\$750.00	\$6,000.00
13	Remove Pipe Culvert	135	LF	\$45.00	\$6,075.00
14	Connection to Existing Pipe	3	EA	\$2,000.00	\$6,000.00
15	60" Manhole	3	EA	\$9,600.00	\$28,800.00
16	Irrigation Division Box	1	EA	\$25,000.00	\$25,000.00
17	36" RCP Irrigation Pipe	435	LF	\$255.00	\$110,925.00
18	10" PVC Irrigation Pipe	22	LF	\$125.00	\$2,750.00
19	12" Storm Drain Pipe	170	LF	\$130.00	\$22,100.00
20	Irrigation Inlet Structure w/ Trash Guard	1	EA	\$17,000.00	\$17,000.00
21	Remove Irrigation Structure	3	EA	\$1,000.00	\$3,000.00
22	Fence Removal	210	LF	\$7.00	\$1,470.00
23	Fence Installation	50	LF	\$30.00	\$1,500.00
24	Gravel Surface Restoration	75	CY	\$96.00	\$7,200.00
25	Landscape Restoration	1,275	SY	\$6.00	\$7,650.00
26	Exploratory Excavation (Small Crew)	10	HR	\$350.00	\$3,500.00

Total: \$ \$492,995.00
(Figures)

Four Hundred Ninety-Two Thousand, Nine Hundred Ninety-Five Dollars and No Cents
(Words)

6.01 Bidder agrees that the Work will be substantially completed and ready for final payment in accordance with 14.07 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

7.01 The following documents are attached to and made a condition of the Bid:

A. Required Bid Security in the amount of 10% of the maximum Bid price including alternates, if any, and in the form of a Bid Bond identified in the Instructions to Bidders.

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

Submitted on (date) June 2, 2025

Montana Contractor's Registration # (if any) 232221

Montana Contractor's Gross Receipts Account # 66052426-004-GRT

(Example: XXXXXX-XXX-CGR)

Employer's Tax ID No. 81-2465556

If Bidder Is:

An Individual: _____
(Name, typed or printed)

By: _____
(Individual's Signature)

Doing business as: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

A Partnership: _____
(Partnership Name)

By: _____
(Signature)

(Name, typed or printed)

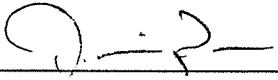
Business Address: _____

Phone No.: _____ Fax No.: _____


A Corporation: Askin Construction, LLC
(Corporation Name)

State of Incorporation: Montana

Type (General Business, Professional, Service, Limited Liability): Limited Liability

By:  Dennis Ross
(Signature of person authorized to sign)

Title: General Manager

Attest:  Tana Erickson
(Signature)

Business Address: 3922 Coulson Rd E

Billings, MT 59101

Phone No.: 406-702-1097 Fax No.: _____

Date of Qualification To Do Business Is: March 2017

(Corporate Seal)

A Joint Venture: Each Joint Venture Must Sign

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Joint Venturer Name: _____
(Name)

By: _____
(Signature of Joint Venture Partner)

Name: _____
(Name, printed or typed)

Title: _____

Business Address: _____

Phone No.: _____ Fax No.: _____

Address of Joint Venture for Receipt of Official Communication:

Address: _____

Phone No.: _____ Fax No.: _____

(Each Joint Venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

END OF SECTION 00300

**YELLOWSTONE COUNTY TA56(114) BICYCLE & PEDESTRIAN FACILITIES
SIDEWALKS - LOCKWOOD**

ADDENDUM #1

TO: All Planholders

PROJECT: Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood

BID DUE DATE: ~~May 12, 2025~~ **June 2, 2025**

OWNER: Yellowstone County, Montana

ENGINEER: DOWL
222 North 32nd Street, Suite 700
Billings, MT 59101
Phone: (406) 656-6399

DATE: May 8, 2025

The following corrections, clarifications, and/or alterations to the Project Manual for the project are as much a part and parcel of the Contract Documents as if included therein. Work not specifically modified by this Addendum shall be as originally indicated in the Drawings and/or Project Manual.

Bidders are required to acknowledge receipt of this Addendum in the space provided below and on the Bid Submittal Package cover page. Include a signed original of this Addendum with the bid documents.

This Addendum consists of 1 pages and the following attachments, for a total of 3 pages:

- Section 00100, Invitation to Bid (Revision #1) – 2 pages

PROJECT MANUAL

1. SECTION 00100, INVITATION TO BID

Delete this section in its entirety and replace it with the attached Invitation to Bid (Revision #1).

END OF ADDENDUM #1

Bidder acknowledges the receipt of this Addendum #1.

Date: 5/8/25

Bidder: Askin Construction, LLC

By: 
Dennis Ross

Title: General Manager

SECTION 00100

INVITATION TO BID

Separate sealed bids for the construction of "Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood" will be received by Commissioners' Office, P.O. Box 35000, Billings, MT 59107, or delivered to the, Commissioners' Office, Room 3101 of the Stillwater Building, 316 North 26th Street Billings, MT 59101 until 4:00 PM local time on June 2, 2025, and then publicly opened and read aloud at the 9:00 AM Commissioner's Meeting on Tuesday, June 3, 2025.

The project consists of sidewalk installation work described in general by the following:

2037 LF of new 6" concrete sidewalk and associated ADA features between Woodland Road and Rykken Circle and 436 LF of 36" RCP irrigation pipe, valves, manholes, and associated work.

Complete digital project bidding documents are available at [QuestCDN](https://questcdn.com). You may download the digital plan documents for a fee. You may also access them at www.questcdn.com by inputting Quest Project #9648604 on the QuestCDN project search page. The plans, specifications and the official plan holders list may be examined through QuestCDN for no charge. In addition, the Drawings and Project Manual may also be examined at www.montanabid.com.

There will be a non-mandatory Pre-Bid Conference at the Commissioner's Conference Room (Room 3107), 316 N 26th Street, Billings, MT 59101, at 2:00 PM on May 6, 2025. Interested Contractors are encouraged to attend.

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

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the "Yellowstone County, Montana" in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance as required shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided. Bids submitted via email shall have the bid bond scanned and included with the bid. Bids submitted via mail or hand delivered shall have any of the bid securities included.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is 9:00 AM local time on June 3, 2025.

For further information concerning this project, please contact Doug Enderson, P.E., PTOE, Project Manager for DOWL, by telephone at 406-869-6337 or by email at denderson@dowl.com; or Logan McIsaac at the Yellowstone County Public Works Department, 316 North 26th Street, Room 3201, Billings, MT 59101, by telephone at 406-670-0283 or by email at lmcisaac@yellowstonecountymt.gov.

SECTION 00100
INVITATION TO BID

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

Yellowstone County is an Equal Opportunity Employer.

Published on April 25, May 2, May 9, May 16 and May 23, 2025.

Teri Reitz
Yellowstone County Board Clerk
P.O. Box 35000
Billings, MT 59107

Dept: Public Works
Published: April 25, 2025
May 2, 2025
May 9, 2025
May 16, 2025
May 23, 2025

***YELLOWSTONE COUNTY TA56(114) BICYCLE & PEDESTRIAN FACILITIES
SIDEWALKS - LOCKWOOD***

ADDENDUM #2

TO: All Planholders

PROJECT: Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks - Lockwood

BID DUE DATE: ~~May 12, 2025~~ **June 2, 2025**

OWNER: Yellowstone County, Montana

ENGINEER: DOWL
222 North 32nd Street, Suite 700
Billings, MT 59101
Phone: (406) 656-6399

DATE: May 16, 2025

The following corrections, clarifications, and/or alterations to the Project Manual for the project are as much a part and parcel of the Contract Documents as if included therein. Work not specifically modified by this Addendum shall be as originally indicated in the Drawings and/or Project Manual.

Bidders are required to acknowledge receipt of this Addendum in the space provided below and on the Bid Submittal Package cover page. Include a signed original of this Addendum with the bid documents.

This Addendum consists of 3 pages and the following attachments, for a total of 12 pages:

- Section 00500, Agreement Form – 7 pages
- Section 01030, SP-3 Submittal Table - 2 pages

PROJECT MANUAL

1. SECTION 00500, AGREEMENT FORM

Add this section in its entirety to the Project Manual.

2. SECTION 01030, SPECIAL PROVISIONS

A. Replace SP – 1, C. Calendar & Duration Constraints with the following: The irrigation ditch is scheduled to operate between May 27th and September 1st, 2025. Irrigation pipeline modification work is only permitted after the irrigation is turned off for the season. Do not begin irrigation pipeline modification work prior to September 1st, 2025 unless otherwise approved by the Engineer and Irrigation District.

Yellowstone County completed initial clearing work within the anticipated limits of disturbance prior to April 15, 2025; removal of remaining tree trunks or any other vegetation required to complete the work is to be performed by the Contractor. Any unforeseen clearing work will need to be performed outside of the nesting season, between August 16 and April 15, and when no active nests are present, as required by the Migratory Bird Treaty Act of 1918. Remove only those trees and shrubs in direct conflict with the work and construction limits. When possible,

YELLOWSTONE COUNTY TA56(114) BICYCLE & PEDESTRIAN FACILITIES SIDEWALKS - LOCKWOOD

do not remove, but trim trees and shrubs as necessary for equipment access and construction activities.

B. Replace SP – 1, D. Notice to Proceed with the following: The Contractor shall be prepared to receive Notice to Proceed and begin the work to meet the calendar constraints above. With this in mind, the Contractor shall submit a full project schedule, including their best estimate of construction dates and the order of work, no later than 21 calendar days following Notice of Award from the Owner.

C. Replace SP – 3, Submittal Table with the Submittal Table (Revision #1) attached.

D. In SP – 9B, replace the following Measurement and Payment items with the following:

i Item 15 – 60" Manhole (EA): This item shall be measured by the numerical count of manholes installed to the depths indicated. Payment shall be made at the contract unit price bid for each manhole and shall constitute full compensation for furnishing and installing a basic manhole complete; base, intermediate, and top section; steps; cast iron ring and cover; joints as specified; reconnection of existing sewer lines, including couplings; trench excavation; removal and replacement of unsuitable backfill materials; shoring; sheeting; dewatering; backfill and compaction, including hand compaction; and all labor, equipment, tools, and incidentals necessary to complete this item.

ii Item 16 – Irrigation Division Box (EA): These items shall be measured by the actual number of irrigation division boxes installed, including associated gate valve. Payment shall be made at the contract unit price bid per each and shall constitute full compensation for all excavation; removal and replacement of unsuitable backfill materials; procurement of precast structure(s) and/or forming, reinforcement, misc. metal, grates, frames, aluminum channels, furnishing, placing, finishing, jointing, and curing all concrete, striping of forms, backfill; special compaction required for installation, including hand compaction; bedding gravel; shoring; sheeting; dewatering; connection of pipes; thrust blocking and additional means of thrust restraining for Contractor's convenience; required couplings; installing the valves, including valve boxes, extensions, and covers; and all labor, equipment, tools, and incidentals necessary to complete these items.

iii Item 17 - 36" RCP Irrigation Pipe (LF): This item shall be measured by the horizontal linear feet of pipe installed. Measurement for length shall be made along the centerline of pipe from inside edges of manholes or to connection points. Payment shall be made at the contract unit price bid per linear foot and shall constitute full compensation for all surface improvement removals, whether shown on the Drawings or encountered in the field, including saw cutting and hauling off site; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; furnishing and installing the pipe; protecting or supporting existing utilities and structures; furnishing and placing Type I pipe bedding;

**YELLOWSTONE COUNTY TA56(114) BICYCLE & PEDESTRIAN FACILITIES
SIDEWALKS - LOCKWOOD**

cleaning and testing all installed pipe; supplying and installing caps; and all labor, equipment, tools, and incidentals necessary to complete this item.

iv Item 20 – Irrigation Inlet Structure with Trash Guard (EA): This item shall be measured by each trash guard installed as designated in the project plans. Payment shall be made at the contract unit price bid for each trash guard installed and shall constitute full compensation for installation of the trash guard bracket, anchorage, inlet structure, and any associated features and hardware; trench excavation; removal and replacement of unsuitable backfill materials; drying materials over optimum moisture, mixing excavated material with dry material, or removal of excavated material and replacement with dry material to achieve specified compaction; shoring; sheeting; dewatering; backfill and compaction; furnishing and installing the pipe; protecting or supporting existing utilities and structures; and all labor, equipment, tools, and incidentals necessary to complete this item.

E. Replace SP – 14, Irrigation Structures with the following: A) General - This work consists of constructing the irrigation division box. B) Materials - Ensure all materials comply with the provisions of the Build America Buy America (BABA) special provision. Note that some vendors can supply domestically produced items only by special order. C) Construction - Construct a cast-in-place or pre-cast division box as shown on the plans.

F. Replace SP – 22, A-1. Construction Requirements with the following: Take care when excavating or working near existing trees. Comply with the ANSI A300 for tree care practices. Replace dead trees caused by this project's construction activities with a tree approved by the Engineer.

END OF ADDENDUM #2

Bidder acknowledges the receipt of this Addendum #2.

Date: 5/16/25

Bidder: Askin Construction, LLC

By:  Dennis Russ

Title: General Manager

AIA Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Askin Construction, LLC
3922 Coulson Rd E
Billings, MT 59101

SURETY:

(Name, legal status and principal place of business)

American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

OWNER:

(Name, legal status and address)

Yellowstone County
316 N. 26th St.
Billings, MT 59107

BOND AMOUNT:

Ten Percent of the Total Amount Bid 10%

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

PROJECT:

(Name, location or address, and Project number, if any)

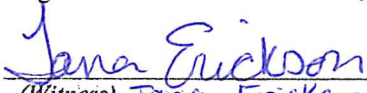
Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks- Lockwood, Yellowstone County, MT

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of May 2025


(Witness) Tana Erickson, Project Coordinator

Askin Construction, LLC

(Contractor as Principal)

(Seal)

(Title) Dennis Ross, General Manager

American Alternative Insurance Corporation

(Surety)

(Seal)

(Title) Jon Tierney, Attorney-in-Fact

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Jon Tierney; John D. Leaf; Gary Paladichuk; Chris Jermunson; Brooke A. Garness; Kimberly Hodson; Sharresa Drahos; Kristin A. Piccioni; Jamie M. Roe; Jarren Komac; Casey Caywood; Amy Steinmetz; Nathan Oakley; Robert C Pfennigs; and Blaine D. Martin

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of One Hundred Million Dollars (\$100,000,000). Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary. This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 24th day of September, 2021.



By:

Michael G. Kerner
Michael G. Kerner
President

Attest:

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF SOMERSET

The foregoing instrument was acknowledged before me by means of online notarization this 24th day of September, 2021, by Michael G. Kerner and Ignacio Rivera, who are personally known to me.



Jillian Sanfilippo
Jillian Sanfilippo, Notary Public
State of New Jersey
My Commission Expires February 8, 2026

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.

4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this 9th day of May, 2025.



AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
Ignacio Rivera
Deputy General Counsel & Secretary

TRS-1001-1



Notice of Award

Date: June 25, 2025

Project: Yellowstone County TA56 (114) Bicycle & Pedestrian Facilities Sidewalks – Lockwood

Owner: Yellowstone County, Montana

Owner's Contract No.: TA 56(114) Bicycle & Pedestrian Facilities

Contract: TA 56(114) Bicycle & Pedestrian Facilities

Engineer's Project No.: 4071.22038.01

Bidder: Askin Construction, LLC

Bidder's Address: 3922 Coulson Rd E, Billings, MT 59101

You are notified that your Bid dated June 2, 2025 for the above Contract has been considered. You are the Successful Bidder and are awarded a Contract for Yellowstone County TA56(114) Bicycle & Pedestrian Facilities Sidewalks – Lockwood

The Contract Price of your Contract is Four Hundred and Ninety Two Thousand and Nine Hundred and Ninety Five & 00/100 Dollars (\$ 492,995.00). This is a unit price contract as described in the Agreement.

1 electronic copy of selected Contract Documents (as listed in cover letter) accompany this Notice of Award.

0 sets of the Drawings will be delivered separately or otherwise made available to you immediately.

You must comply with the following conditions precedent within 15 days of the date you receive this Notice of Award.

1. Deliver to the Owner 1 fully executed counterpart(s) of the enclosed Agreement Form.
2. Deliver with the executed Agreement Form, the Contract security (Performance Bond, Payment Bond, and certificates of insurance) as specified in the Instructions to Bidders (Article 20), General Conditions (Article 5), Supplementary Conditions, Special Provisions, and City of Billings Standard Modifications (including Contractor's Insurance Checklist).
3. Other conditions precedent:
none noted

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you 1 fully executed counterparts of the Contract Documents.

Yellowstone County, Montana
Owner

By: _____
Authorized Signature

Logan McIsaac, Project Manager
Printed Name and Title

cc: Doug Enderson, DOWL
Marissa Madsen, DOWL

B.O.C.C. Regular

7. c.

Meeting Date: 07/15/2025**Title:** Johnson Ln / Coulson Rd Contract - Change Order #1**Submitted For:** Monica Plecker, Public Works Director**Submitted By:** Jay Anderson, Deputy Public Works Director

TOPIC:

Johnson Lane and Coulson Road Contract with Askin Construction - Change Order #1

BACKGROUND:

On May 20, 2025, BOCC awarded an asphalt overlay and pavement marking restriping construction contract to Askin Construction for \$67,315.00. Following contract award, Montana Department of Transportation (MDT) and DOWL engineering contacted Yellowstone Country regarding pavement marking revisions to accommodate the interim route for the NE Billings Bypass project. In addition, MDT agreed to contribute half of the overall construction costs for the project as the overlay is partially to account for the additional traffic loading anticipated during the interim NE Billings Bypass route before final connections to future MDT projects are completed. Change Order #1 accounts for the pavement marking revisions, as well as extended overlay quantities as determined necessary during the pre-paving walkthrough.

RECOMMENDED ACTION:

Approve Change Order #1 for the Johnson Lane / Coulson Road overlay contract with Askin Construction.

AttachmentsJohnson/Coulson CO#1

Change Order

No. 01

Date of Issuance: 7/10/2025 Effective Date: 7/10/2025


Project: Johnson / Coulson	Owner: Yellowstone Co	Owner's Contract No.:
Contract: Johnson Ln / Coulson Rd Overlay		Date of Contract: 05/20/2025
Contractor: Askin Construction		Engineer's Project No.:

The Contract Documents are modified as follows upon execution of this Change Order:

Description: Change Order (CO) #1 - This CO is necessary to address the requested striping revisions and extend pavement quantities as determined necessary during pre-paving walk through between Engineer & Contractor.

Attachments (list documents supporting change):

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ <u>67,319.00</u>	Original Contract Times: <input checked="" type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (days or date): <u>NLT 6/14/2025</u> Ready for final payment (days or date): _____
[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: \$ _____	[Increase] [Decrease] from previously approved Change Orders No. _____ to No. _____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: \$ <u>67,319.00</u>	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
<u>(Increase)</u> [Decrease] of this Change Order: \$ <u>16,395.20</u>	[Increase] [Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: \$ <u>83,714.20</u>	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

RECOMMENDED: By: _____ Engineer (Authorized Signature) Date: <u>7/10/2025</u> Approved by Funding Agency (if applicable): _____	ACCEPTED: By: _____ Owner (Authorized Signature) Date: _____	ACCEPTED: By:  Contractor (Authorized Signature) Date: <u>7/10/25</u> Date: _____
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B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Huntley SRO MOU

Submitted By: Carol Redler

TOPIC:

Huntley Project School District SRO Agreement 2025-2026

BACKGROUND:

See attachment.

RECOMMENDED ACTION:

Approve and sign.

Attachments

Huntley SRO MOU

**MEMORANDUM OF UNDERSTANDING
SCHOOL RESOURCE OFFICER PROGRAM**

**YELLOWSTONE COUNTY SHERIFF'S OFFICE
And
HUNTLEY PROJECT SCHOOL DISTRICT**

This Memorandum of Understanding (MOU) is made this 16 day of June, 2025, by and between the Huntley Project School ("School District") and the Yellowstone County Sheriff's Office ("Sheriff's Office") (collectively "the Parties"). The Parties do hereby agree that it is mutually beneficial to all parties for Sheriff's Deputies to be assigned as School Resource Officers ("SROs") to the Huntley Project School District.

MISSION STATEMENT – YELLOWSTONE COUNTY SHERIFF'S OFFICE

The mission of the Yellowstone County Sheriff's Office is to Maintain and improve the quality of life within the community by working with all people to preserve life, maintain human rights, protect property, and promote individual responsibility and community commitment.

MISSION STATEMENT – HUNTLEY PROJECT SCHOOL

It is the function of Huntley Project School District #24 to:

- assure an appropriate learning experience to all its children in the development of skills and attitudes fundamental in achieving individual satisfaction as responsible and contributing citizens. The School District shall strive to provide the opportunities to each student to realize their full potential. These opportunities will not be limited to the confines of the recognized educational day or facility, but the District will also strive to enhance and establish a community environment which will encourage the overall learning experience.

MISSION STATEMENT - SCHOOL RESOURCE OFFICER PROGRAM

Through education and enforcement and by cooperative efforts with the school staff, the students, the parents, the courts, the surrounding neighborhood, and the community's social service organizations, the SRO program strives to assist the schools with providing a safe school and neighborhood environment and strives to hold juveniles responsible for their actions and prevent individual problems from developing into patterns of delinquency.

PROGRAM OBJECTIVES

1. Friendly contact between the Sheriff's Office and the County's youth. Provide students, faculty and staff, and families the opportunity to meet and interact with a law enforcement officer in a non-confrontational setting. Many people, especially our young people, do not often get the chance to learn about who the law enforcement officers are "behind the badge". This program provides the opportunity for the officer to serve as a role model as well as a resource and a mentor to students.
2. Assistance and information-sharing within the confines of state and federal laws concerning problems and issues affecting the schools and students.
3. Education of children regarding personal rights and responsibilities, the role of laws, courts, and police in society, and other law-enforcement related topics. However, SROs shall not give legal advice to students, families, or school employees.
4. Protection and education of children, when known, regarding alcohol and drugs, gangs, molestation, involvement with older law violators, and other harmful influences.
5. Prevention of crime or delinquent behavior by juveniles within the School Resource Officers' areas of assignment. Increase in safety and security of the school's students, faculty, staff, and visitors.
6. Effective problem solving and liaison with neighborhoods surrounding the schools, which are affected negatively when there is poor student conduct.

SUMMARY OF SRO RESPONSIBILITIES

SROs are employees of the Yellowstone County Sheriff's Office and are subject to the administration, supervision, and control of the Sheriff. SROs are not employees or agents of the School District, and no employee or agent of the School District shall be deemed an employee or agent of the County or Sheriff's Office. SROs are Deputy Sheriffs and not schoolteachers, school administrators, school counselors, school officials, or other school employee.

The SROs' primary responsibility is to maintain law and order in the schools and to ensure, where possible, that the students and faculty have a safe, secure, and drug-free educational environment. As such, the SROs investigate criminal cases involving youth, maintain order through the enforcement of local, state, and federal laws, recover stolen property, bring perpetrators to justice, and support school administration in enforcing the conduct policies of the school. As law enforcement officers, SROs must comply with the federal and state constitutions, laws, and County policies and procedures. The School District cannot be held liable or responsible for the SRO's failure to comply with these obligations.

The SRO will be responsible for carrying out his/her duties at the assigned schools.

- ◆ SROs are “non-exempt” employees covered by the federal Fair Labor Standards Act and the Montana Wage and Hour laws. Wages, benefits, and other terms and conditions of employment comply with those laws, the County employment policies, and the current collective bargaining agreements between the Montana Federation of Public Employees and the County.
- ◆ SROs are governed by the rules, policies, shifts, schedules, procedures, and practices of the Yellowstone County Sheriff’s Office, under the supervision of the Patrol Division Commander or Shift Supervisor.
- ◆ SROs are encouraged to be a part of student groups and school staff when requested, and to work as a team with school administration for the betterment of students and the school and neighborhood environment as a whole.
- ◆ SROs are encouraged to work extracurricular activities as requested by the school administrator. It is recognized by all parties that these assignments provide further opportunities for crime prevention and crime detection. The SRO will not be used as a replacement security officer for off-duty/special duty assignments. If additional security is needed at special events, and additional Sheriff’s Office personnel are not available, the School District is encouraged to employ its own security personnel or contract with a private security provider. All work outside of school hours shall be approved by the SRO’s supervisor in advance and will be consistent with the federal and state wage and hour laws and the collective bargaining agreement. In order to keep overtime hours to a minimum, SRO schedules will be flexible and may be adjusted to as closely as possible, maintain a 40-hour work week. The cost of any overtime will be the responsibility of the Sheriff’s Office. The School District shall provide documentation to the Sheriff’s Office regarding any additional hours, if requested.
- ◆ SROs are expected to keep the school Principal or his designee informed about law enforcement action which occurs on school property and/or which may involve a student unless the information cannot be released pursuant to the Montana Criminal Justice Information Act. The County and School District agree to cooperate with each other during their respective investigations.
- ◆ SROs are expected to attend all training, meetings, and appointments assigned by the Sheriff’s Office. It is recognized that some of these will conflict with officer availability at the school during normal school hours. These conflicts will be minimized as much as possible, but the potential exists that such requirements will take precedence over school presence. The SROs shall strive to keep the school principal or designee informed about such absences as appropriate on a need-to-know basis.

- ◆ If the SRO is absent from work, the SRO shall notify the Sheriff's Office in accordance with its usual protocols and the Principal of the school to which the SRO is assigned. If during the SRO absence an incident arises that requires law enforcement involvement, the School District shall notify the Sheriff's Dispatcher, who shall provide a Deputy(s) to respond to the incident.
- ◆ It is the intent of the parties that the SRO duty hours shall conform to the school day. Duty assignment in the summer months, when school is not in session, will be under the direction of the Sheriff or his designee.
- ◆ The SROs shall coordinate closely with the school Principals on all matters and seek guidance, permission, and advice as to any actions or activities that are not law enforcement. The Principal has the primary responsibility for education and maintaining discipline at the school, and the SRO is there to assist the Principal as the Principal determines is necessary. In so doing, the SRO shall be the designee of the Principal in maintaining the safety of the physical plant of the school, which includes but is not limited to the building(s), ground(s), parking lot(s), locker(s) and other public school property. The Principal and SRO will develop a system of record-keeping by which the SRO logs and shares information that is relevant to school administration's management of the school.
- ◆ SROs will not be involved in ordinary school discipline UNLESS it will prevent a disruption and/or situation that places someone at risk of imminent and serious harm. Disciplining students is a School District responsibility, and only when the Principal (or designee) and the SRO agree that SRO assistance is needed to maintain a safe and proper school environment will the Principal request such assistance and the SRO provide it. The SRO program is not intended to be a substitute for or relieve the school administrators of their responsibility for maintenance of discipline and good order in the schools.
- ◆ The School District shall provide training regarding school policies and procedures.

TRANSPORTING STUDENTS

SROs shall not transport students in county vehicles except:

- i. When the student is a victim of a crime, under arrest, or some other emergency circumstances exist; or
- ii. When a student is suspended and/or sent home from school pursuant to school disciplinary actions, if the student's parent/guardian/caretaker has refused or is unable to pick up the child within a reasonable time period and the student is disruptive/disorderly and his or her continued presence on campus is a threat to the safety and welfare of other students or school personnel. The student's parent/guardian/caretaker will be notified of this transportation prior to it occurring; or

iii. At the request of a parent/guardian/caregiver with approval of the principal, under exigent circumstances.

Prior to transporting any student, school administration and/or the SRO must determine that the student's parent/guardian/caregiver is at the destination to which the student is being transported. Normal procedures for advising dispatch of a transport will be followed when transporting students. SROs shall not transport students in their personal vehicles.

SROs shall notify school administration prior to removing a student from campus.

ACCESS TO EDUCATION RECORDS

A. School administration shall allow SROs to inspect and copy any public records maintained by the school to the extent allowed by law and constitution. School administration and the SRO may share information and provide assistance to each other concerning problems and issues affecting the schools to the extent allowed by law and constitution.

B. If confidential information in a student's record is needed in an emergency to protect the health and safety of the student or other individuals, school administration may disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat to someone's health or safety, the need for the information to meet the emergency, and the extent to which time is of the essence. The SRO shall not disclose that information to anyone else except as allowed by law.

C. If the SRO requests confidential student records or information, but no emergency exists, the information may only be released to the SRO as allowed by law, constitution, and policy. Directory information, as defined by FERPA and policy, is not confidential and is available to the SROs.

INDEMNIFICATION

The School District shall provide, at its own expense, adequate liability insurance coverage. The School District shall defend, indemnify, and hold harmless the County and the SROs from any and all claims for loss or damage to property or injury or death to persons, including costs, expenses, and reasonable attorney's fees, arising from the negligent or wrongful acts or omissions of the School District, its trustees, employees, agents, or representatives.

The County shall provide, at its own expense, adequate liability insurance coverage. The County shall defend, indemnify, and hold harmless the School District, its trustees, agents, employees, representatives, and volunteers from any and all claims for loss or damage to property or injury or death to persons, arising from the negligent or wrongful

acts or omissions of the County, employees (including the SROs), agents, or representatives.

SELECTION AND FINANCIAL CONSIDERATION

Huntley Project School District agrees to reimburse Yellowstone County the amount of \$38,225.00 for one SRO during the 2025-2026 school year. This amount represents 50% of the total cost of \$76,450.00 shared with Shepherd School District, as stipulated on page 8 of this agreement.

The school will provide an office space for SROs. The Sheriff's Office will provide to its SROs any required police equipment, including but not limited to radios and motorized and non-motorized vehicles.

PROGRAM ASSESSMENT

SROs, School Administration for the respective middle and/or high schools, and an assigned Supervisor will meet at the beginning of each school year to set the goals and objectives of the SRO for the respective school. An assessment mechanism will be developed jointly that will be used to determine the effectiveness of the SRO program. The School Resource Officer Program will be assessed annually, and the evaluation will be conducted jointly by the Yellowstone County Sheriff's and the school district. Quarterly and year end meetings will be held to determine progress and to make adjustments as needed.

The following topics, at a minimum, will be used to evaluate the program:

- ◆ Success of established goals and objectives.
- ◆ An internal survey of high school administration, faculty, and student council members, primarily concerning perceptions of safety and security.
- ◆ Traditional officer-citizen contacts (warnings, citations, arrests, FIRs, etc.).
- ◆ Non-traditional officer-citizen contacts (meetings attended, problem areas addressed, student or family interviews, etc.).
- ◆ Surrounding neighborhood feedback and reaction to law enforcement efforts to address issues concerning the schools and students.
- ◆ Accomplishment of tasks agreed upon as part of any work plan written in conjunction with the Principal.

In addition, each officer's effectiveness in the program will be evaluated at the end of each school term. School District administration, through the Superintendent or designee, will provide input into the evaluation, including information regarding and supporting any dissatisfaction. This input may include a recommendation to the Sheriff that the officer should not be assigned to that school the following year. The Sheriff will seriously consider the evaluation and the input of the Superintendent when assigning an officer to a building and will make a good faith effort to address any concerns raised.

Ultimately, however, the final decision on which officer will be assigned as a school resource officer and where is within the sole discretion of the Sheriff.

EFFECTIVE DATE

This Memorandum of Understanding is effective upon approval and shall remain in effect through June 30, 2026, unless renewed by agreement of both parties or terminated as provided herein.

TERMINATION OF AGREEMENT

Either party may terminate this agreement upon sixty (60) days written notice to the other party. If this agreement is terminated by the School District, then the full balance of the amount paid will be retained by the County. If the agreement is terminated by the County, then the pro-rated balance of the amount paid will be refunded to the School District. The pro-rated balance will be based on the total number of school days for the 2025-2026 school year and the number of school days remaining after the date of termination of the agreement. Both parties will cooperate to complete any investigations and to participate in any court or disciplinary proceedings which extend beyond the termination of this agreement.

NOTICES

All requests, notices, payments, demands, authorizations, directions, consents, waivers or other documents required or permitted under this Agreement shall be in writing and shall be delivered in person to, or deposited postage prepaid and return receipt requested in the registered or certified mails of the United States, addressed to:

Sheriff Mike Linder
Yellowstone County Sheriff's Office
2323 2nd Avenue North
Billings, Montana 59101

Notice is deemed given upon receipt.

PARTNERSHIP WITH SHEPHERD SCHOOLS

The Parties understand and agree that, throughout the term of this Agreement, the SRO(s) utilized by the School District shall be part of a joint partnership with Shepherd School District. All costs, duties, and responsibilities shall be split between the two school districts based upon an agreed-upon amount and schedule.

MODIFICATION; ENTIRE AGREEMENT OF PARTIES EXPRESSED

This Memorandum of Understanding expresses the entire agreement of the parties. No modification of this Agreement shall be valid or binding unless the modification is in writing, dated, and signed by both parties.

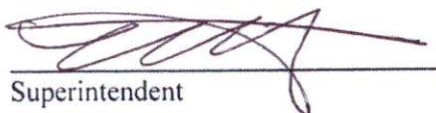
Executed this 16 day of June, 2025.

Attest:



School Board Chair

Huntley Project School District



Superintendent


Attest:

Clerk and Recorder
Jeff Martin

Board Chair
Mark Morse

John Ostlund

Approved as to form and content:



County Attorney

Mike Waters

Sheriff Mike Linder



Attorney for Huntley Project Schools



B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Motor Vehicle Memorandum of Understanding

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Motor Vehicle Memorandum of Understanding between Yellowstone County and the Montana Department of Justice's Motor Vehicle Division

BACKGROUND:

This MOU has been reviewed by the County Attorney's office.

RECOMMENDED ACTION:

Approve and sign.

Attachments

MVD MOU



MEMORANDUM OF UNDERSTANDING

Between

Department of Justice Motor Vehicle Division

And

Yellowstone County Treasurer

Interlocal Agreement # DOJ-MVD-FY2025-0004

***Background** MVD is tasked with the responsibility of maintaining and administering Montana's system for titling and registration of motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, special equipment, and off-highway vehicles and the collection of taxes and fees attendant to those title and registration processes.*

In the interest of enhancing local access to services relating to such title and registration services, the County is willing to undertake certain efforts with respect to the provision of both County employees and physical space in the county seat.

Section 1. Parties and Purpose of Agreement.

- 1.1 This Interlocal Agreement (Agreement) is between Department of Justice (DOJ) Motor Vehicle Division (MVD) whose address and phone number are 302 North Roberts Helena MT 59620, (406)444-3933, and Yellowstone County Treasurer, whose address and phone number are 217 N 27th St Rm 109 Billings MT 59101. (406)256-2802. Pursuant to the Interlocal Cooperation Act Mont. Code Ann. §§ 7-11-101 et seq.
- 1.2 The purpose of this agreement is to set forth a framework under which the County will perform certain tasks relating to the titling and registration of motor vehicles, trailers, semitrailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, special mobile equipment, and off-highway vehicles and the collection of taxes and fees attendant to those registrations in the County's facility at the county seat in Billings.

Section 2. General Duties and Responsibilities

2.1 MVD RESPONSIBILITIES UNDER THIS Interlocal Agreement

2.1.1 MVD agrees to provide the following at no cost to the County:

1. Provide access to download the CARS application to County computers.
2. Provide training to County employees during normal business hours.
3. Assist County employees during normal business hours.
4. CARS production support during normal business hours.
5. Provide capability for inventory ordering through CARS.



6. Provided HB 2 passes with county support approved, MVD will reimburse each county 10 cents per transaction completed. Payments will be sent quarterly to each county after all transactions are reconciled.

2.2 RESPONSIBILITIES of COUNTY

2.2.1 The County Agrees to provide the following at no cost to MVD:

1. Local County network to access CARS for title work and registration for motor vehicles, trailers, semi-trailers, pole trailers, campers, motorboats, personal watercraft, sailboats, snowmobiles, and off-highway vehicles.
2. Computers and necessary equipment for use by County employees in the office, complete with the appropriate operating system for CARS and programs necessary to accomplish the required title and registration tasks.
3. County employees provide vehicle titling and registration services to customers at the office and will ensure that only its MVD-authorized employees have access to the MVD system.
4. The County will require each employee to review, sign, and comply with the following DOJ policies.
 - a. Information Technology Use Agreement
 - b. Background Check Consent and Rights Release
 - d. Confidentiality and Ethics DocuSign
5. A physical office location in Yellowstone County where the County employees will provide the titling and registration services described above. The office location must be in an ADA-compliant facility and provide appropriate physical security, ensuring no unauthorized personnel access the MVD equipment and inventory described above.
6. Physical inventory of license plates, tabs, and decals that matches the MVD system.
7. Payment for any required space, utility costs, liability and property insurance, and all maintenance/janitorial costs associated with the physical office location.
8. Written notification to MVD no less than ninety (90) days prior to any proposed changes in the physical location of the office.
9. Perform reconciliation and consolidation of cash collected from the vehicle registration and titling services within MVD system.
10. Remit payment for registration and titling services performed in the previous month to via ACH, wire transfer or check to MVD by the 20th of the month. Late fees will apply per MCA 15-1-504 (3).
11. Comply with MVD business processes and utilize MVD training documents.



12. Provide County employees with a county email address to use in place of state assigned email addresses. County will provide a list of County employees with their county email address to be used in CARS.

Section 3. Status of Employees and Equipment.

The parties agree and acknowledge that the County employees dedicated to providing the title and registration services described herein are not employees of MVD or the State of Montana for any purpose are considered County employees for all purposes including compensation, benefits, retirement, and workers compensation.

The parties agree and acknowledge that any equipment and inventory provided by MVD under this Agreement is and will be and remain the property of the County and shall be maintained by the County at no expense to MVD.

State-required security training will be required annually. Counties that use the KnowBe4 licensed training will coordinate with the State to ensure that the State requirements are met, all other counties will need to complete the security training on the State KnowBe4 platform.

The Windows and Office 365 software licensing will no longer be provided by the state after June 30, 2025. Counties must procure their own Office 365 licensing.

Counties with @mt.gov emails will be able to use them until July 1, 2025.

Counties with County emails must ensure a current list is provided and updated as necessary to MVD POC Shawn Thomas.

Beginning July 1, 2025, each county will be able to use a shared inbox and will not affect individual logins.

There will be support via TEAMS as a guest and this will not be related to the shared inbox.

Counties must provide /maintain and support their own printers to include paper, ink, and toner.

Counties will be responsible for all maintenance of any new equipment that we may be providing.

State will provide the initial Multifactor Authenticator (MFA) devices for all staff and up to 3 spares for the office.

All future MFA requirements and the cost will be the responsibility of the County.

Should an MFA be defective or have any technical issue rendering it unusable State will replace it at no cost to the County.

Should the MFA be lost, stolen, or damaged the County will pay the current market price to replace the MFA.



MVD has provided a one-time transfer of property for all existing computers, printers, scanners, and any existing hardware inventoried to the County.

After go-live any computers that are part of the one-time transfer shall have a County-provided operating system installed.

Any equipment included in the one-time transfer that Counties no longer wish to use shall be disposed of following County e-waste procedures.

All machines currently on the SummitNet Network will be transferred to the County Network after CARS goes live.

County IT will be responsible for the connection and management of all equipment.

Section 4. Compliance With Laws.

Each party agrees that it will fully comply with all applicable federal, state, or local laws, rules, and regulations, including but not limited to the Montana Workers Compensation Act, the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and section 504 of the Rehabilitation Act of 1973. In accordance section 49-3-207, MCA, the County agrees that the hiring of any persons to perform this Agreement will be made based on merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this Agreement.

Section 5. Amendment.

This Agreement may be amended only by a separate written document approved and signed by both parties.

Section 6. Disputes.

In the event a dispute arises under this Agreement, the parties shall make every effort to resolve it themselves.

Section 7. Limitation of Liability.

Neither party shall be liable to the other party for special, incidental, consequential, punitive, or indirect damages.

Section 8. Interlocal Agreement Structure.

In accordance with Mont. Code Ann. §7-11-105, the parties acknowledge the following:

1. The term or duration of this Agreement and methods to be employed in terminating the Agreement are set forth herein.
2. There is no separate legal organization or entity created by this Agreement.
3. The manner of financing the undertaking described herein is as set forth above.



4. There is no separate administrator or joint board created by or required by this Agreement, and the responsibility for the employees and property required for this undertaking is as set forth above.

Section 9. Term and Effective Date.

This Agreement is effective upon the date of final signature and terminates on December 31, 2028, unless terminated earlier in accordance with the terms of this Agreement.

Section 10. Termination.

This Agreement may be terminated upon thirty (30) days written notice if either party fails to fulfill its responsibilities as set forth in this Agreement. However, any termination under this section requires prior written notice to the party of its alleged failure to fulfill such responsibilities and a reasonable opportunity to correct any issues prior to the tendering of a thirty (30) day written notice.

This Agreement may be terminated at the convenience of either party upon six (6) months written notice to the other party.

This Agreement may be terminated upon thirty (30) days written notice to the other party in the event funds are not appropriated or otherwise made available through the applicable budgeting process to support the continued performance of this Agreement.

Section 11. Filing of Interlocal Agreement.

Pursuant to the requirements of MCA § 7-11-107, the parties acknowledge that this Interlocal Agreement will be filed both with (1) Yellowstone County Clerk and Recorder and (2) the Montana Secretary of State.

Signatures and Dates

Hank Peters

7/7/2025

Hank Peters, Treasurer
Yellowstone County

Date

Mark Morse, Commissioner Chair
Yellowstone County

Date

Laurie Bakri, Division Administrator
Department of Justice Motor Vehicle Division

Date



Approved as to Legal Content by DOJ Legal Counsel:

Signed by:

A handwritten signature in blue ink, which appears to read "Jeremy Craft", is written over a blue rectangular box.

6/5/2025

2E99B0FCE5B34B3...

Jeremy Craft Legal Counsel

Date

B.O.C.C. Regular

10. a.

Meeting Date: 07/15/2025

Title: Breastfeeding Policy

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Yellowstone County Breastfeeding in the Workplace Policy 25-84

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

2025 Breastfeeding Policy

Yellowstone County Breastfeeding in the Workplace Policy

Policy No. 25-84

Purpose:

In compliance with **MCA 39-2-215** and **MCA 39-2-217** and in recognition of the health and bonding benefits of breastfeeding, Yellowstone County supports the rights of lactating employees to express breast milk in the workplace.

This policy establishes guidelines for providing reasonable accommodation and a supportive environment for employees who wish to express and store milk during the workday.

Policy Statement:

Yellowstone County shall provide reasonable unpaid break time each day for an employee to express milk for her infant child or shall permit the employee to use paid break and mealtime for this purpose. Accordingly, Yellowstone County shall make reasonable efforts to provide a private location for this activity.

Yellowstone County will make available a space for breastfeeding and breast pumping for lactating employees, including provisions for privacy, lighting and electricity for pump apparatus.

Legal Authority

MCA 39-2-215: Requires public and private employers to provide reasonable unpaid break time (or allow use of paid break time), for employees to express milk.

MCA 39-2-217: Prohibits discrimination or retaliation against an employee who expresses milk in the workplace in accordance with the law.

Procedures

1. Notification and Scheduling

Employees intending to express milk or breastfeed at work should inform their supervisor or the HR Department to arrange accommodation, especially if someone else is bringing your child on a specified schedule for feeding. While advance notice is strongly encouraged, it is not required.

2. Break Time

- Employees may take reasonable unpaid break time each day to express milk or breastfeed.
- Alternatively, employees may use existing paid break and/or mealtimes for this purpose.
- The frequency and duration of breaks may vary depending on the needs of the nursing employee.

3. Private Location

Yellowstone County will make reasonable efforts to provide space near the employee's work area in all Yellowstone County facilities for the purpose of expressing and storing breast milk.

The space will be clean and private such as a dedicated room or separated area. Equipped with a chair and flat surface, near an electrical outlet (if needed for a breast pump). Lockable or equipped with a sign to ensure privacy.

4. Storage of Breast Milk

Employees may store expressed milk in personal coolers or designated refrigerators if available. Milk must be properly labeled and stored in sealed containers.

5. Non-Discrimination and Retaliation

Per MCA 39-2-217, no employee shall be discriminated against, harassed, or retaliated against for exercising her rights under this policy. Complaints may be reported to the County Human Resource Department or the Montana Human Rights Bureau.

Enforcement and Responsibility

Department heads and supervisors are responsible for ensuring compliance with this policy and supporting lactating employees. The Human Resources Department shall assist in implementing this policy, provide necessary training and resolve any issues that arise.

Review and Revisions

This policy will be reviewed periodically to ensure compliance with Montana State Law and to reflect the needs of Yellowstone County employees.

Approved this _____ day of July 2025. This Policy becomes effective when approved.

ATTEST:

Board of County Commissioners
Yellowstone County

Mark Morse, Chairman

Jeff Martin
Clerk and Recorder

Michael J. Waters, Member

Date

B.O.C.C. Regular

10. b.

Meeting Date: 07/15/2025

Title: Yellowstone County Class Specification Road and Bridge Foreperson

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Yellowstone County Class Specification for Road & Bridge Foreperson

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Class Specification for Road and Bridge Foreperson

Yellowstone County

Class Specification

Class Title	Road & Bridge Foreperson
Class Code Number	4035
Grade	F/G
FLSA	Non-Exempt
EEO Function	Streets and Highways (2)
EEO Category	Skilled Craft (7)
Date	August 2006

Job Summary

This position is a working foreperson. Must be well skilled in all types of heavy equipment operations, excavators, backhoes, motor graders, skid steers, etc. Successful candidate will take a crew out and supervise a wide variety of projects including culvert install, repair, maintenance, bridge repair, maintenance, cattle guard repair, installation, maintenance, all aspects of tree trimming /removal. In the field engineering, setting up lasers & establishing elevations for culverts / cattle guards & drainage projects.

Distinguishing Class Features

This is responsible and technical supervisory work in the construction, maintenance and repair of County roadways. The work is performed under the general direction and supervision of the Road & Bridge Superintendent, but nature of work allows employee in this class to exercise independent judgment and initiative. The nature of the work performed requires that an employee in this class establish and maintain close cooperative working relationships with the Road & Bridge Director, the Road & Bridge Superintendent employees, and the general public. Supervision is exercised over the work of truck drivers, equipment operators and temporary employees.

Essential Job Duties and Responsibilities

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

Management:

- ☐ Confers with the Road & Bridge Superintendent to determine administrative and technical support needs, job and staffing requirements, and services for the Road and Bridge Department;
- ☐ Makes and adjusts work assignments, depending on work load and equipment availability;
- ☐ Investigates and takes corrective action on citizen complaints pertaining to areas of responsibility;
- ☐ Ensure proper safety procedures are followed; and
- ☐ Participates in interview and selection process for new employees.

Operations:

- ☐ Develops goals, plans and measurements of performance for the operations of the Road Section in consultation with the Road & Bridge Superintendent;
- ☐ Maintains accurate and complete records of operations by diary, daily reports, and/or material usage reports;

- ☐ Inspects work in progress to assure conformance with instructions and specification requirements;
- ☐ Supervises preventive maintenance program for Road Section equipment;
- ☐ Performs or assists in performing difficult or skilled tasks;
- ☐ Coordinates emergency repairs;
- ☐ Coordinates utility location requests; and
- ☐ Arranges the movement of materials to job site.

Miscellaneous:

- ☐ Performs a variety of heavy manual work in connection with maintenance and construction.
- ☐ Attends meetings, conferences and workshops as requested and authorized; and
- ☐ Performs related work as required.

Required Knowledge and Abilities

Knowledge and understanding of:

- ☐ Truck/heavy equipment operations is essential;
- ☐ Safety practices and procedures when digging around utilities is essential;
- ☐ Safe trenching practices and procedures are essential;
- ☐ Safety practices and procedures regarding tree work/branch removal;
- ☐ Grade Rod Laser Level operation;
- ☐ Welding / fabrication a plus;
- ☐ Roadway construction principles, practices and materials;
- ☐ General safety procedures and practices; and
- ☐ Supervisory principles and practices.

Ability to:

- ☐ Organize, prioritize, supervise and evaluate the work of others;
- ☐ Speak clearly and persuasively in positive or negative situations;
- ☐ Write clearly and informatively, varying writing style to meet needs;
- ☐ Read and interpret written information;
- ☐ Complete work in a timely manner;
- ☐ Observe safety and security procedures;
- ☐ Establish and maintain effective working relationships with other County employees, supervisory personnel, subordinate staff and the general public;
- ☐ Operate a personal computer using word processing, spreadsheet and database applications appropriate to assigned duties;
- ☐ Use logical and creative thought processes to develop solutions according to written specifications and/or oral instructions;
- ☐ Perform a wide variety of supervisory and construction management tasks with accuracy and speed under the pressure of time-sensitive deadlines;
- ☐ Quickly learn and put to use new skills and knowledge brought about by rapidly changing information and/or technology; and
- ☐ Meet challenges with resourcefulness through original thinking and creativity.

Reporting Relationships

Reports to the Road & Bridge Superintendent.

Minimum Qualifications

Education/Experience/Training

- Graduation from high school or GED; and

- Four (4) years' experience and training in supervising and coordinating construction, maintenance and repair of County roadways and heavy equipment operation; or
- Any equivalent combination of experience and training totaling four (4) years.

Certifications:

- Commercial Driver's License Class A II with tanker endorsement minimum issued by the State of Montana.

Essential Physical Abilities

Essential Physical Abilities:

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

- While performing the duties of this job, the employee is regularly required to use hands; reach with hands and arms while driving a semi or construction equipment;
- The employee is frequently required to sit while operating a vehicle or heavy equipment and regularly is required to stand; walk; climb or balance and stoop or kneel;
- The employee may lift and/or move up to 50 pounds and occasionally lift and/or move more in excess of 50 - 100 pounds;
- Specific vision abilities required by this job include close vision, distance vision, depth perception, and ability to adjust focus especially while driving.

Working Conditions:

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

- Work is performed outdoors, in nearly every type of climate and weather condition;
- During periods of extremely wet weather grading and leveling activities can be difficult to perform;
- Bulldozers, scrapers, and other heavy equipment are noisy and shake or jolt the operator;
- Operating heavy construction equipment can be dangerous. As with most machinery, accidents generally can be avoided by observing proper operating procedures and safety practices;
- The employee is occasionally exposed to wet and/or humid conditions; fumes or airborne particles; and vibration;
- The noise level in the work environment varies from moderate to sporadically loud.

Accepted - Board of County Commissioners

Date Stamp

August 28, 2006

Amended Date

November 28, 2013

Amended Date

July 9, 2025

B.O.C.C. Regular

10. c.

Meeting Date: 07/15/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Motor Vehicle - 1 Appointment; **Youth Services Center** - 1 Appointment; **Sheriff's Office** - 2 Appointments, 5 Salary & Other; **County Attorney** - 2 Terminations; **Detention Facility** - 1 Appointment, 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

PARS1



Hire/Personnel Action Form

Employee Information

Employee
Rochelle Gilbert

Address 1 Address 2 Zip

City State Phone

Hire Information

Position Details Hire Req# Job Type

Motor Vehicle 202500319 Full-Time Regular

Clerk (C) (2050)

Person ID Job Class Pay Rate

62896009 Motor Vehicle \$18.46

 Clerk (C) HireDate

Department Job Class# 7/9/25

Treasurer/Supt. of 2050

Schools/Motor

Vehicle

Division

N/A

Comments

Motor Vehicle funding code 1000--113-410540-111. Replacing Sasha Gotelip.

Approvals

Commissioners Action
Approve Disapprove

HUMAN	Kevin	7/2/25 1:46	Chair	<u>HA</u>	_____
RESOURCES	Gillen	PM	Member	<u>MAN</u>	_____
FINANCE	JENNIFER	7/2/25 5:41	Member	_____	_____
	JONES	PM	Member	_____	_____



Yellowstone County Commissioners
RECEIVED

JUL 08 2025

Hire/Personnel Action Form

Employee Information

Employee
Teresa Kauer

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F) (5115)	202500301	Full-Time Regular
Person ID 62997396	Job Class Juvenile Care Worker (F)	Pay Rate \$25.28
Department Youth Service Center	Job Class# 5115	HireDate 7/28/25

Division
N/A

Comments

2399.235.420250.111 100%
Replacing Yuliya Johnson
Offer amount includes hourly wage of \$24.58 and overnight differential of \$.70.

Approvals

HUMAN RESOURCES	Kevin Gillen	7/8/25 2:45 PM
FINANCE	JENNIFER JONES	7/8/25 3:35 PM

Commissioners Action
Approve Disapprove

Chair	<u>KK</u>	_____
Member	<u>MTN</u>	_____
Member	_____	_____



Hire/Personnel Action Form

JUL 07 2025

Employee Information

Employee
Chenoa Louie

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202500310	Full-Time Regular
Person ID	Job Class	Pay Rate
62080352	Deputy Sheriff (Patrol) (MCA)	\$32.23
Department	Job Class#	HireDate
Sheriff's Office	5045	8/18/25

Comments

Funding: 2300.132.420150.111 @ 100%
replaces: Ellis

Approvals

HUMAN RESOURCES	Kevin Gillen	7/7/25 10:29 AM
FINANCE	JENNIFER JONES	7/7/25 10:35 AM

Commissioners Action
Approve _____
Disapprove _____

Chair MM _____
Member MSW _____
Member _____

Employer logo

JUL 07 2025

Hire/Personnel Action Form

Employee Information

Employee
Dillon Parker

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202500290	Full-Time Regular
Person ID	Job Class	Pay Rate
31767086	Deputy Sheriff (Patrol) (MCA)	\$32.23
Department	Job Class#	HireDate
Sheriff's Office	5045	8/18/25

Division
Sheriff Patrol

Comments

Funding: 2300.132.420150.111 @100%
replaces: Stahlberg

Approvals

HUMAN RESOURCES	Kevin Gillen	7/7/25 2:49 PM
FINANCE	JENNIFER JONES	7/7/25 2:53 PM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MM</u>	_____
Member	_____	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: George Fritz Effective Date: 07/01/2025
Current Title: Lieutenant Gr. Salary \$ 47.96
Title Change: Captain Gr. Salary \$ 51.88

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion: XX
Seasonal Hire: Transfer:
Replaces position XX Demotion:
Name O'Donnell, K Reclassification:
New Budgeted Position

Other:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
 - - Percent Split Account

[Signature] 07/08/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Ken Miller, 7-8-25 July 7-8-25
Director Date

H.R. Comments: Commissioner's Action
Approve Disapprove

 Chair HM
 Member MSW
 Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

**YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT**

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Matthew Sandquist Effective Date: 07/01/2025

Current Title: Detective Gr. Salary \$ 34.48

Title Change: Training Sergeant Gr. Salary \$ 36.80

Check as Applicable:

Regular Full Time: xx New Hire:

Regular Part Time: _____

Temp Full Time: _____
ACROSS: _____

Temp Part Time:	_____
Termination:	_____

Seasonal Hire: _____ Promotion: xx

Replaces position	<u>xx</u>	Transfer:
-------------------	-----------	-----------

Name Lauwers

New Budgeted Position

Other: _____
Reclassification:

Funding:	2300 - 1300	420150	Percent	100	New Account
	-	-	-	-	Split Account


Elected Official/Department Head

07/08/2025
Date

Section 2

Human Resources: _____
Finance: _____

Note: _____
Director _____ Date 7-8-25

H.R. Comments:	Commissioner's Action
	Approve Disapprove

Chair 44

Member WJW

Member

Date entered in payroll _____

Clerk & Recorder - original

Human Resources – canary

Auditor – pink

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Adam Lauwers Effective Date: 07/01/2025
Current Title: Sergeant Gr. Salary \$ 42.02
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: Transfer: XX
Replaces position XX Demotion:
Name A. Harris Reclassification:
New Budgeted Position

Other: Funding Change XX Other:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
 - - - Percent Split Account

[Signature]
Elected Official/Department Head

Date

Section 2

Human Resources: Finance:

Note: Note:
Ken Allen 7-8-25 July 8-25
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

Chair Ken
Member Ken
Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Aaron Harris Effective Date: 07/01/2025
Current Title: Patrol Sergeant Gr. Salary \$ 38.52
Title Change: Detective Sergeant Gr. Salary \$ 39.59

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion: xx
Seasonal Hire: Transfer:
Replaces position Name Fritz Demotion:
New Budgeted Position Reclassification:
Other:

Funding: 2300 - 131 - 420140 - 111 Percent 100 New Account
 - - - Percent Split Account
 07/08/2025
 Date
Elected Official/Department Head

Section 2

Human Resources: Finance:

Note: Ken S. 7-8-25 Note: Jul Jones 7.9.25
Director Date Director Date
H.R. Comments: Commissioner's Action
Approve Disapprove

Chair MM Member MDN
Member
Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: John Ryan Effective Date: 7-18-25
Current Title: Senior Dep Co Atty Gr. K Salary \$ 91,096.83
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: X New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: X
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____
Other: _____
Reclassification: _____

Funding: 2301-122-411100 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

[Signature] Elected Official/Department Head Date 7/7/25

Section 2

Human Resources:

Finance:

Note: Ken [Signature] 7-8-25
Director Date

Note: [Signature] 7-8-25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MH _____
Member [Signature] _____
Member _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Cole Catlin
Current Title: Deputy Co
Title Change: _____

Effective Date: 8-1-25
Gr. I Salary \$ 84,900
Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: X
Regular Part Time: _____

Temp Full Time: _____
Temp Part Time: _____

Seasonal Hire: _____

Replaces position
Name _____

New Budgeted Position _____

Other: _____

New Hire: _____

Rehire: _____

Termination: X

Promotion: _____

Transfer: _____

Demotion: _____

Reclassification: _____

Funding: 0301-122-411100 - 111 Percent 100 New Account _____

Percent _____ Split Account _____

[Signature]
Elected Official/Department Head _____ Date 7/7/25

Section 2

Human Resources: _____

Finance: _____

Note: _____
[Signature] 7-8-25
Director Date

Note: _____
[Signature] 7-8-25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair [Signature]

Member [Signature]

Member _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Gabino Ramirez Effective Date: 07/03/2025
Current Title: Detention Officer Gr. Salary \$ 24.67
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time: Promotion: Voluntary
Seasonal Hire: Transfer:
Replaces position Name Demotion:
New Budgeted Position Reclassification:
Other:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - - - - - Percent Split Account

07/07/2025

[Signature]
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: [Signature] 7-8-25
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair UD
Member MDN
Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

Employer logo

Yellowstone County Commissioners
RECEIVED

JUL 10 2025

Hire/Personnel Action Form

Employee Information

Employee

Andrew Wylie

Hire Information

Position Details

Detention Officer (D)
(5090)

Hire Req#

202500314

Job Type

Full-Time Regular

Job Class

Detention Officer (D)

Pay Rate

\$24.67

Person ID

61154244

Job Class#

5090

HireDate

7/21/25

Department

Sheriff's Office

Division

Detention Facility

Comments

Funding: 2300.136.420200.111 @100 %
replaces: Parker

Approvals

HUMAN RESOURCES

Kevin Gillen

7/10/25 8:34
AM

FINANCE

JENNIFER
JONES

7/10/25 8:35
AM

Commissioners Action
Approve Disapprove

Chair MM _____

Member MTJ _____

Member _____

JUL 09 2025

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Kent O'Donnell Effective Date: 07/01/2025
Current Title: Patrol Captain Gr. Salary \$ 51.88
Title Change: Admin Captain Gr. Salary \$ 51.88

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: Transfer:
Replaces position Name Demotion:
New Budgeted Position xx Reclassification:
Other: Funding Change xx

Funding: 2300 - 130 - 420150 - 111 Percent 100 New Account
 - - - Percent Split Account

[Signature] 07/08/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:
Ken Allen 7-8-25 *Jim Jones* 7-8-25
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

 Chair *MM*
 Member *MM*
 Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Payroll Audit June 16 - 30

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit June 16 - June 3, 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

JUL 03 2025

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
June 16 to June 30, 2025

Date: 7/3/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Tanya McWilliams

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
7/3/25	Ostlund, John	BOCC	Add departure of service, correct salary amount
7/3/25	Ziler, Larry	IT	Correct salary amount s/b \$5,583.33
7/3/25	Jasper, Sasha	Sheriff	8 hrs sick used not showing in used column of employee summary
7/3/25	Sherman, Robin	<i>Public Works</i>	Correct overtime fund acct # s/b 2110.401.430200.120
7/3/25	Silveira, Chris	YSC	Update overtime hrs and comp balance

B.O.C.C. Regular

2. a.

Meeting Date: 07/15/2025

Title: Checks and Disbursements for May

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for May 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements for May 2025

13th Judicial District Court, Yellowstone County
Report of Jury Service Costs and
Monthly Reimbursement Summary
for **May-25**

Yellowstone County Commissioners
RECEIVED

JUL 07 2025

MW RH

Total Transactions (See Attached Transaction Report):

Total Transactions	\$12,461.75
Less Voided Items	\$0.00
	\$0.00
	\$0.00
	<u>\$12,461.75</u>

Adjustments to Total Transactions:

Jury Meals:

5/23/2025

Total paid to Jimmy John's	\$	147.27	
Reduced for Juror Tip/Bailiff Meals	\$	(39.61)	
Amount over allowable total to be reimbursed	\$	107.66	\$ (39.61)

Subtotal	\$	107.66
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Postage Reimbursements (Witness & Juror Summons/Payments):

5/5/2025	DC 23-1423	State of Montana vs	Rodney Lee Castro	\$175.56
5/12/2025	DC 21-607	State of Montana vs	Jarrod Brian Titus	\$121.00
5/21/2025	DC 23-1696	State of Montana vs	James Richard Loveridge	\$80.52
5/23/2025	DC 24-857	State of Montana vs	Loren Cody Smoker	\$243.32
		State of Montana vs		
		State of Montana vs		
		State of Montana vs		

Subtotal	\$	620.40
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Supplies Reimbursements (Mailing Supplies):

5/5/2025	DC 23-1423	State of Montana vs	Rodney Lee Castro	\$47.32
5/12/2025	DC 21-607	State of Montana vs	Jarrod Brian Titus	\$40.90
5/21/2025	DC 23-1696	State of Montana vs	James Richard Loveridge	\$26.94
5/23/2025	DC 24-857	State of Montana vs	Loren Cody Smoker	\$82.78
	0	State of Montana vs	0	
	0	State of Montana vs	0	
	0	State of Montana vs	0	

Subtotal	\$	197.94
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Total Adjustments:

\$926.00

Total Reimbursement Requested for:

May-25

\$13,387.75

Review by: _____

Clerk of District Court



YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 05/01/2025 to 05/31/2025
General Ledger Accounts 200-1300 through 200-1365
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 5/5/2025	200-1300- Jury Fees/Mileage	\$ 2,002.35	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/5/2025	\$ 2,002.35	\$ -
Posted on 5/12/2025	200-1300- Jury Fees/Mileage	\$ 1,848.70	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/12/2025	\$ 1,848.70	\$ -
Posted on 5/19/2025	200-1300- Jury Fees/Mileage	\$ 4,854.34	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/19/2025	\$ 4,854.34	\$ -
Posted on 5/21/2025	200-1300- Jury Fees/Mileage	\$ 1,308.86	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 2,447.50	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/21/2025	\$ 3,756.36	\$ -
	Total Transactions	\$12,461.75	\$

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 06/24/2025 TO: 06/24/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931470	06/24/2025	ABBOTT ISAAC COREY	\$82.02	Outstanding	
931471	06/24/2025	ANDERSON KAYLIE MARIE	\$96.06	Outstanding	
931472	06/24/2025	ANDERSON ZANE ROBERT	\$16.68	Outstanding	
931473	06/24/2025	BAUER ALEXANDRIA MARIE	\$35.40	Outstanding	
931474	06/24/2025	BAZEMORE MICHAEL AARON	\$17.85	Outstanding	
931475	06/24/2025	BOEHME WAYNE THOMAS	\$15.51	Outstanding	
931476	06/24/2025	DAVIS ZACHARY SCOTT	\$82.02	Outstanding	
931477	06/24/2025	FOX DAVID E	\$21.36	Outstanding	
931478	06/24/2025	GOEKEMCNEISH SONYA KAY	\$19.02	Outstanding	
931479	06/24/2025	GREEN ANDREW LEE	\$19.02	Outstanding	
931480	06/24/2025	HAFNER CASEY	\$21.36	Outstanding	
931481	06/24/2025	HANSEN CARLA KAY	\$16.68	Outstanding	
931482	06/24/2025	HARTMAN RANDAL PAUL	\$99.57	Outstanding	
931483	06/24/2025	HATTON AMBER RENEE	\$103.08	Outstanding	
931484	06/24/2025	HOLLY TAYLOR ASHLEY	\$19.02	Outstanding	
931485	06/24/2025	HUTCHINSON CONNIE E	\$14.34	Outstanding	
931486	06/24/2025	JONES AMY C	\$89.04	Outstanding	
931487	06/24/2025	JONES CAROLINA	\$19.02	Outstanding	
931488	06/24/2025	JONES MICHAEL E	\$92.55	Outstanding	
931489	06/24/2025	KAUL JACINTA MARIE	\$20.19	Outstanding	
931490	06/24/2025	KELSEY ROBBIE PARK	\$19.02	Outstanding	
931491	06/24/2025	KOUPAL JEFFREY LEE	\$19.02	Outstanding	
931492	06/24/2025	LEPIANE HAYLEY MARIE	\$92.55	Outstanding	
931493	06/24/2025	LUDWIG JEREMY JAMES	\$14.34	Outstanding	
931494	06/24/2025	MCMULLEN ROBERT KEVIN	\$24.87	Outstanding	
931495	06/24/2025	MEEKS CRYSTAL ALEXIS	\$14.34	Outstanding	
931496	06/24/2025	MERTENS PAIGE CHERRY	\$29.55	Outstanding	
931497	06/24/2025	MINDER ALEXANDER IV	\$16.68	Outstanding	
931498	06/24/2025	NAVA-HERNANDEZ ASHLEY	\$23.70	Outstanding	
931499	06/24/2025	OLSON KRISTY	\$89.04	Outstanding	
931500	06/24/2025	PAINTER SAM STEPHEN	\$16.68	Outstanding	
931501	06/24/2025	POWERS ALIVA RENEE	\$96.06	Outstanding	
931502	06/24/2025	PYRZEWSKI KORBEN ANDREW	\$89.04	Outstanding	
931503	06/24/2025	RAUH DEBRA LEE	\$85.53	Outstanding	
931504	06/24/2025	REED ERIC FRANK	\$16.68	Outstanding	
931505	06/24/2025	REIDY CODY THOMAS	\$19.02	Outstanding	
931506	06/24/2025	ROBERTUS GLORIA J	\$36.57	Outstanding	
931507	06/24/2025	RUSSELL LORI A	\$99.57	Outstanding	
931508	06/24/2025	RYAN MICHAEL W	\$31.89	Outstanding	
931509	06/24/2025	SAUTER AUSTIN JACOB	\$15.51	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 06/24/2025 TO: 06/24/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931510	06/24/2025	SCHWEITZER APRIL N	\$16.68	Outstanding	
931511	06/24/2025	SKOOG MARGARET RUTH	\$13.17	Outstanding	
931512	06/24/2025	SMITH DEBBIE	\$92.55	Outstanding	
931513	06/24/2025	SORKNESS JESSICA	\$30.72	Outstanding	
931514	06/24/2025	TANGEN BRITTNEY NOREEN	\$22.53	Outstanding	
931515	06/24/2025	WINGERTER JEFFREY	\$17.85	Outstanding	
931516	06/24/2025	WOOD BRIAN D	\$22.53	Outstanding	
931517	06/24/2025	YOVETICH WALLACE M	\$20.19	Outstanding	
931518	06/24/2025	ZUBER SAMANTHA ANNE	\$16.68	Outstanding	
Totals	Number of Checks: 49		Total:	\$2,002.35	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 06/27/2025 TO: 06/27/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931519	06/27/2025	ACHTEN TERI FRICKEL	\$20.19	Outstanding	
931520	06/27/2025	BARMAN ERIC DOUGLAS	\$165.95	Outstanding	
931521	06/27/2025	BARNETT LINDA JO	\$24.87	Outstanding	
931522	06/27/2025	BEGGER STEVEN M	\$17.85	Outstanding	
931523	06/27/2025	BERG BRITTANY	\$148.40	Outstanding	
931524	06/27/2025	BICKELHAUPT MELISSA M	\$17.85	Outstanding	
931525	06/27/2025	BOLTON MASSICK JEAN	\$16.68	Outstanding	
931526	06/27/2025	BOUCHARD RICK	\$29.55	Outstanding	
931527	06/27/2025	BOYER DELENA LUAYNE	\$15.51	Outstanding	
931528	06/27/2025	BRADLEY MARY ANN	\$28.38	Outstanding	
931529	06/27/2025	BRINTON COURTNEY JO	\$16.68	Outstanding	
931530	06/27/2025	BROWN ADRIANNA	\$17.85	Outstanding	
931531	06/27/2025	BROWN JOSHUA B	\$26.04	Outstanding	
931532	06/27/2025	BUCK MAX STEPHEN	\$40.08	Outstanding	
931533	06/27/2025	BUHL COREY JOSEPH	\$23.70	Outstanding	
931534	06/27/2025	BURKHALTER KATIE KOKOTAN	\$15.51	Outstanding	
931535	06/27/2025	CARDWELL MARY	\$23.70	Outstanding	
931536	06/27/2025	CARLSON DANA IRENE	\$142.55	Outstanding	
931537	06/27/2025	CARLTON MITCHELL	\$22.53	Outstanding	
931538	06/27/2025	CARPENTER ROBIN REY	\$13.17	Outstanding	
931539	06/27/2025	CATES BRENDA ANN	\$34.23	Outstanding	
931540	06/27/2025	CLAMPITT NICHOLE ELAINE	\$15.51	Outstanding	
931541	06/27/2025	COLLIER TOM	\$142.55	Outstanding	
931542	06/27/2025	CORTEZ TANNER JOSEPH	\$19.02	Outstanding	
931543	06/27/2025	CROSSLEY STACEY L	\$26.04	Outstanding	
931544	06/27/2025	CROWDER KALE BRUCE	\$189.35	Outstanding	
931545	06/27/2025	CZARNY PATRICIA A	\$28.38	Outstanding	
931546	06/27/2025	DELGADO ANDRES	\$19.02	Outstanding	
931547	06/27/2025	DEMARS TIMOTHY MICHAEL	\$13.17	Outstanding	
931548	06/27/2025	DIAZ AHAB M	\$14.93	Outstanding	
931549	06/27/2025	DIAZ LUIS A	\$17.85	Outstanding	
931550	06/27/2025	DURAY HUNTER JAMES	\$16.68	Outstanding	
931551	06/27/2025	ELIASON JENNIFER	\$16.68	Outstanding	
931552	06/27/2025	ELKIN BRIAN CLINTON	\$24.87	Outstanding	
931553	06/27/2025	EMMONS SAVANNAH SABRINA	\$33.06	Outstanding	
931554	06/27/2025	FLY SHANNON KATHERNE	\$19.02	Outstanding	
931555	06/27/2025	FOX AVA RAE	\$31.89	Outstanding	
931556	06/27/2025	FOX SAGE JESSICA	\$17.85	Outstanding	
931557	06/27/2025	FUERST DEBRA	\$16.68	Outstanding	
931558	06/27/2025	GAGE BRITTANY MCKELL	\$148.40	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 06/27/2025 TO: 06/27/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931559	06/27/2025	GASCHK VICKI K	\$19.02	Outstanding	
931560	06/27/2025	GAUDREAU EMILY ANN	\$15.51	Outstanding	
931561	06/27/2025	GETCHELL CODY JAMES	\$29.55	Outstanding	
931562	06/27/2025	GOODMAN CODY W	\$21.36	Outstanding	
931563	06/27/2025	GRABILL STEVEN ALLEN	\$20.19	Outstanding	
931564	06/27/2025	GRIBBEN SIMON KASEY	\$33.06	Outstanding	
931565	06/27/2025	GROCHOLSKI LOIS J	\$17.85	Outstanding	
931566	06/27/2025	GROVER KAYLEEN	\$42.42	Outstanding	
931567	06/27/2025	GUELFF AMY C	\$148.40	Outstanding	
931568	06/27/2025	HAMILTON DONALD WILLIAM	\$20.19	Outstanding	
931569	06/27/2025	HANSEN ROSEANNE JOY	\$14.34	Outstanding	
931570	06/27/2025	HAROLDSSEN HYRUM BATTY	\$17.85	Outstanding	
931571	06/27/2025	HARTUNG CARRIE DALE	\$16.68	Outstanding	
931572	06/27/2025	HODGES DEAN W	\$14.34	Outstanding	
931573	06/27/2025	HORTON DOUGLAS CLIFFORD	\$19.02	Outstanding	
931574	06/27/2025	HOYT BRETT HUDSON	\$16.68	Outstanding	
931575	06/27/2025	HUST TROY	\$17.85	Outstanding	
931576	06/27/2025	JACKSON SUE B	\$15.51	Outstanding	
931577	06/27/2025	JENSEN T ED	\$15.51	Outstanding	
931578	06/27/2025	JODSAAS BRENDA MARIE	\$22.53	Outstanding	
931579	06/27/2025	JOSEPH SIOUAN M	\$16.68	Outstanding	
931580	06/27/2025	KAMBIC LANETTE S	\$17.85	Outstanding	
931581	06/27/2025	KARP KIAN MAIER	\$17.85	Outstanding	
931582	06/27/2025	KEMPH TRAVIS	\$48.27	Outstanding	
931583	06/27/2025	KLIMPER DAVID W	\$21.36	Outstanding	
931584	06/27/2025	KONECKI ECHO L	\$17.85	Outstanding	
931585	06/27/2025	KORELL JACOB LUKE	\$16.68	Outstanding	
931586	06/27/2025	KOVIS HEATHER MARIE	\$17.85	Outstanding	
931587	06/27/2025	KRANK TERRY EUGENE	\$17.85	Outstanding	
931588	06/27/2025	KRENELKA KIT K	\$16.68	Outstanding	
931589	06/27/2025	KRISTJANSON JODI	\$21.36	Outstanding	
931590	06/27/2025	KRUGER MATTHEW RAY	\$21.36	Outstanding	
931591	06/27/2025	KUKOWSKI JACK	\$271.25	Outstanding	
931592	06/27/2025	LANCASTER PAUL ALBERT	\$24.87	Outstanding	
931593	06/27/2025	LAWSON BRETT ALLEN	\$21.36	Outstanding	
931594	06/27/2025	LEBRUN RANDEE LORRAINE	\$23.70	Outstanding	
931595	06/27/2025	LEE OLIVIA ANN	\$34.23	Outstanding	
931596	06/27/2025	LEWISWALKER DARBY J	\$29.55	Outstanding	
931597	06/27/2025	LIGHT JESSICA ANN	\$19.02	Outstanding	
931598	06/27/2025	LINDL JAMES RICHARD	\$16.68	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 06/27/2025 TO: 06/27/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931599	06/27/2025	LITTLE NATHAN ROSS	\$16.68	Outstanding	
931600	06/27/2025	MCCOY JASON JAMES	\$17.85	Outstanding	
931601	06/27/2025	MCGARRAH HANNAH JOY	\$16.68	Outstanding	
931602	06/27/2025	MCGOVERN JANETTE CAROL	\$171.80	Outstanding	
931603	06/27/2025	MCKENNEY JAMES A	\$36.57	Outstanding	
931604	06/27/2025	MEDINA ANDREA URSULA	\$13.17	Outstanding	
931605	06/27/2025	MERICA HAIDEN LAUREL	\$16.68	Outstanding	
931606	06/27/2025	MITCHELL CHRISTOPHER RAY	\$16.68	Outstanding	
931607	06/27/2025	MITCHELL KATIE DESY	\$15.51	Outstanding	
931608	06/27/2025	MOLLMAN ADAM JAMES	\$42.42	Outstanding	
931609	06/27/2025	MOSSMAN BECKY LYNN	\$218.60	Outstanding	
931610	06/27/2025	MULLOWNEY SHANE MICHAEL	\$16.68	Outstanding	
931611	06/27/2025	MYSSE DIANA J	\$12.59	Outstanding	
931612	06/27/2025	NEELEY JOSHUA CHARLES	\$16.68	Outstanding	
931613	06/27/2025	NIELSEN KEVIN MICHAEL	\$40.08	Outstanding	
931614	06/27/2025	NOTTINGHAM ERIKA J	\$17.85	Outstanding	
931615	06/27/2025	OLDS JULIANNA AUGUSTA	\$16.68	Outstanding	
931616	06/27/2025	OVERLEY MEGAN MARIE	\$16.68	Outstanding	
931617	06/27/2025	PALM KAMI M	\$19.02	Outstanding	
931618	06/27/2025	PITSCH BARBARA	\$16.68	Outstanding	
931619	06/27/2025	RAWDEN CASSIAN SAMLEIGH	\$15.51	Outstanding	
931620	06/27/2025	REED CHRISTOPHER ALLEN	\$16.68	Outstanding	
931621	06/27/2025	REED HANNAH RILEY	\$17.85	Outstanding	
931622	06/27/2025	REITZ THERESA ELIZABETH	\$19.02	Outstanding	
931623	06/27/2025	ROBINSON AMY JO HARCHARIK	\$17.85	Outstanding	
931624	06/27/2025	RODRIGUEZ ALAYNA L	\$16.10	Outstanding	
931625	06/27/2025	ROSS MICHELLE M	\$21.36	Outstanding	
931626	06/27/2025	SABATINO MICHAEL DAMIAN	\$40.08	Outstanding	
931627	06/27/2025	SAM BRANDON SHANE	\$16.68	Outstanding	
931628	06/27/2025	SCHAEFER BAILEY RAE	\$16.68	Outstanding	
931629	06/27/2025	SCHOTT JAN MARIE	\$15.51	Outstanding	
931630	06/27/2025	SHIPSTEAD ARLIN GARY	\$17.85	Outstanding	
931631	06/27/2025	SLAMA RICHARD LYNN	\$28.38	Outstanding	
931632	06/27/2025	SOLBERG MICHAEL LAWRENCE	\$136.70	Outstanding	
931633	06/27/2025	STABIO RICK J	\$148.40	Outstanding	
931634	06/27/2025	STAPLER CHANTEAL M	\$19.02	Outstanding	
931635	06/27/2025	STOVALL JEFFREY OWENS	\$29.55	Outstanding	
931636	06/27/2025	STREVER GAIL MARIE	\$148.40	Outstanding	
931637	06/27/2025	SVENSON TAMIRA RACHEAL	\$31.89	Outstanding	
931638	06/27/2025	TICKNOR JEFFREY EDWARD	\$24.87	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 06/27/2025 TO: 06/27/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931639	06/27/2025	TIESZEN BRYAN DEAN	\$17.85	Outstanding	
931640	06/27/2025	TROTTER NINA NICHOLE	\$14.34	Outstanding	
931641	06/27/2025	TUSS MICHAEL A	\$17.85	Outstanding	
931642	06/27/2025	WALTER JEANNINE L	\$16.68	Outstanding	
931643	06/27/2025	WELCH DEBRA KAY	\$31.89	Outstanding	
931644	06/27/2025	WHITAKER SHANE CLARENCE	\$24.87	Outstanding	
931645	06/27/2025	WHITE JULIE ANNE	\$17.85	Outstanding	
931646	06/27/2025	WICKS ROBIN	\$21.36	Outstanding	
931647	06/27/2025	WILLIAMSON HEIDI RENEE	\$16.68	Outstanding	
931648	06/27/2025	WILSON ROY THURMAN	\$13.17	Outstanding	
931649	06/27/2025	WIPF MICHELLE GEORGE	\$154.25	Outstanding	
931650	06/27/2025	WOLF JOSEFABEVERLY BARROCA	\$19.02	Outstanding	
931651	06/27/2025	WOOTEN SEAN STEELE	\$15.51	Outstanding	
931652	06/27/2025	ZACCAGNINI JANET R	\$16.68	Outstanding	
Totals	Number of Checks: 134	Total:	\$4,854.34		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931653 TO: 931712

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931653	06/27/2025	ANGEL KRISTI	\$16.68	Outstanding	
931654	06/27/2025	ARINOPACHECO KARINA	\$17.85	Outstanding	
931655	06/27/2025	BACH DONALD GEORGE	\$21.36	Outstanding	
931656	06/27/2025	BEALER PAIGE JUSTINE	\$59.36	Outstanding	
931657	06/27/2025	BENJAMIN BRYAN EUGENE	\$17.85	Outstanding	
931658	06/27/2025	BOHN TYREL SEAN	\$13.17	Outstanding	
931659	06/27/2025	BOULET ROBERT BRIAN	\$54.68	Outstanding	
931660	06/27/2025	BOUSLAUGH CONNIE LYNN	\$24.87	Outstanding	
931661	06/27/2025	BOYD PETER JAMES	\$15.51	Outstanding	
931662	06/27/2025	BREWER PIER E	\$15.51	Outstanding	
931663	06/27/2025	BRINLEE TODD PHILIP	\$17.85	Outstanding	
931664	06/27/2025	BYKONEN ZACHARY DEAN	\$15.51	Outstanding	
931665	06/27/2025	CARROLLEKROLL TYRESE JAVON	\$15.51	Outstanding	
931666	06/27/2025	COOK HUNTER W	\$16.68	Outstanding	
931667	06/27/2025	DEINES TAMARA L	\$64.04	Outstanding	
931668	06/27/2025	DIEDE FLORENCE GOPP	\$20.19	Outstanding	
931669	06/27/2025	DUNBAR BRADLEY R	\$20.19	Outstanding	
931670	06/27/2025	FAIR PANDORA JOLENE	\$16.68	Outstanding	
931671	06/27/2025	FISHER KAMERON SCOTT	\$17.85	Outstanding	
931672	06/27/2025	FLOOD AMANDA CATHERINE	\$16.68	Outstanding	
931673	06/27/2025	FLYNN DIANA MARIE	\$14.34	Outstanding	
931674	06/27/2025	GRESS ROBBY WILLIAM	\$17.85	Outstanding	
931675	06/27/2025	HAGEN RODNEY L	\$22.53	Outstanding	
931676	06/27/2025	HOWE SHEILA R	\$19.02	Outstanding	
931677	06/27/2025	HUSAR JOHNNY STEVEN	\$61.70	Outstanding	
931678	06/27/2025	JANSEN ZABRINA MAE	\$21.36	Outstanding	
931679	06/27/2025	KASS KAYLA ANN	\$15.51	Outstanding	
931680	06/27/2025	KINNEY ROBERT MICHAEL	\$85.10	Outstanding	
931681	06/27/2025	KLATTE MACKADE LAYNE	\$19.02	Outstanding	
931682	06/27/2025	KNAPTON DOUGLAS JAMES	\$14.34	Outstanding	
931683	06/27/2025	KOBER TORA CALKINS	\$59.36	Outstanding	
931684	06/27/2025	KOFFLER COOPER QUINN	\$23.70	Outstanding	
931685	06/27/2025	LIMBERHAND MICHAEL LEE	\$113.18	Outstanding	
931686	06/27/2025	MAPLETHORPE ADRIEONNA LYNNMATTOON	\$21.36	Outstanding	
931687	06/27/2025	MARTIN DENNIS	\$16.68	Outstanding	
931688	06/27/2025	MATICK AUDREY JEAN	\$16.68	Outstanding	
931689	06/27/2025	MCCARTHY CRYSTAL MARIE	\$31.89	Outstanding	
931690	06/27/2025	MCCARTY MICHAEL F	\$87.44	Outstanding	
931691	06/27/2025	MCKINNEY ALLEN ROBERT	\$19.02	Outstanding	
931692	06/27/2025	MCLEAN KELLY ELDEN	\$21.36	Outstanding	
931693	06/27/2025	MILLER TRISHA LYNN	\$22.53	Outstanding	
931694	06/27/2025	NEDENS RICK WILLIAM	\$19.02	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931653 TO: 931712

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931695	06/27/2025	PAVELIS HAROLD	\$16.68	Outstanding	
931696	06/27/2025	PLANICHEK ASHELIN SAIJ	\$64.04	Outstanding	
931697	06/27/2025	RANDALL TERRY DALE	\$89.78	Outstanding	
931698	06/27/2025	RIEBE BARBARA J	\$16.68	Outstanding	
931699	06/27/2025	ROBINSON JESSICA N	\$17.85	Outstanding	
931700	06/27/2025	RODRIGUEZ RHIANNON N	\$80.42	Outstanding	
931701	06/27/2025	SPERRY LAWRENCE GENE	\$17.85	Outstanding	
931702	06/27/2025	STRECKER JEROMEY THOMAS	\$17.85	Outstanding	
931703	06/27/2025	STUDEBAKER JAIMIE MARLENE	\$57.02	Outstanding	
931704	06/27/2025	STUTZ JOSEPH L	\$15.51	Outstanding	
931705	06/27/2025	TESKE KEITH ALAN	\$16.68	Outstanding	
931706	06/27/2025	TORNO KADEE S	\$17.85	Outstanding	
931707	06/27/2025	TYREE COURTNEY S	\$64.04	Outstanding	
931708	06/27/2025	USELMAN JOARLENE HALLAND	\$17.85	Outstanding	
931709	06/27/2025	VAN KEUREN MARK	\$17.85	Outstanding	
931710	06/27/2025	VAUGHN TAKIAH ELIZABETH	\$66.38	Outstanding	
931711	06/27/2025	WALLERY MIANNA ESTHER	\$17.85	Outstanding	
931712	06/27/2025	WARD JULIA ROSE	\$15.51	Outstanding	
Totals	Number of Checks: 60		Total: \$1,848.70		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931713 TO: 931745

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931713	06/27/2025	BEAR MIRANDA JOY	\$64.04	Outstanding	
931714	06/27/2025	BECKER BRET A	\$21.36	Outstanding	
931715	06/27/2025	BIRD SHERRI LYNN	\$14.34	Outstanding	
931716	06/27/2025	BROWN DEVUN MICHAEL	\$13.17	Outstanding	
931717	06/27/2025	BRUCE ALYSSA RAE LYNN	\$31.89	Outstanding	
931718	06/27/2025	CAREY TRUDY	\$59.36	Outstanding	
931719	06/27/2025	CONTRERAZ TYLER W	\$42.42	Outstanding	
931720	06/27/2025	COOK MICHELE L	\$20.19	Outstanding	
931721	06/27/2025	FITZGERALD JOHN	\$15.51	Outstanding	
931722	06/27/2025	GLEASON KATHERINE LAURA	\$15.51	Outstanding	
931723	06/27/2025	HOWELL PENNY JO	\$29.55	Outstanding	
931724	06/27/2025	JONES JERROLD ROY	\$13.17	Outstanding	
931725	06/27/2025	KIRBY PETER PATRICK	\$61.70	Outstanding	
931726	06/27/2025	KLINE PHILLIP RICHARD	\$54.68	Outstanding	
931727	06/27/2025	KUCK LARRY L	\$68.72	Outstanding	
931728	06/27/2025	LARSEN KARI L	\$16.68	Outstanding	
931729	06/27/2025	LIND MARIAH	\$59.36	Outstanding	
931730	06/27/2025	LITTLE LAUREN MAKOWSKI	\$22.53	Outstanding	
931731	06/27/2025	MAKI DANIEL R	\$57.02	Outstanding	
931732	06/27/2025	MITCHELL OLIVIA ALEXANDRIA	\$19.02	Outstanding	
931733	06/27/2025	MORSTAD SCOTT RONALD	\$66.38	Outstanding	
931734	06/27/2025	MOSEMAN RYAN CHARLES	\$102.65	Outstanding	
931735	06/27/2025	MURI JEFFREY LEE	\$66.38	Outstanding	
931736	06/27/2025	NEFF BRIAN	\$61.70	Outstanding	
931737	06/27/2025	OLNESS DAVEY JADE	\$16.68	Outstanding	
931738	06/27/2025	RAGGL TINA CASSANDRA	\$15.51	Outstanding	
931739	06/27/2025	ROGERS-NORTON NICOLE LEIGH	\$87.44	Outstanding	
931740	06/27/2025	VOGEL PETER ALLEN	\$16.68	Outstanding	
931741	06/27/2025	WALTER SAMUEL JAMES	\$27.21	Outstanding	
931742	06/27/2025	WARD DIGNA ESTER	\$71.06	Outstanding	
931743	06/27/2025	WHEADON SHAWN D	\$17.85	Outstanding	
931744	06/27/2025	WILLIS JODANN	\$28.38	Outstanding	
931745	06/27/2025	WILSON JANESEA NOVALEE	\$30.72	Outstanding	
Totals	Number of Checks: 33		Total:	\$1,308.86	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 06/30/2025 TO: 06/30/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931746	06/30/2025	CITY OF BILLINGS	\$2,447.50	Outstanding	
931747	06/30/2025	Jimmy Johns	\$147.27	Outstanding	
Totals	Number of Checks: 2		Total: \$2,594.77		

B.O.C.C. Regular

2. b.

Meeting Date: 07/15/2025

Title: Checks and Disbursements June 2025

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements June 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements for June 2025

13th Judicial District Court, Yellowstone County
Report of Jury Service Costs and
Monthly Reimbursement Summary
for June-25

JUL 10 2025

HH MTH

Total Transactions (See Attached Transaction Report):

Less Voided Items

\$9,575.89
\$0.00
\$0.00
\$0.00
\$9,575.89

Adjustments to Total Transactions:

Jury Meals:

6/2/2025

Total paid to Jimmy John's	\$ 149.87	
Reduced for Juror Tip/Bailiff Meals	\$ (47.90)	
Amount over allowable total to be reimbursed	\$ 101.97	\$ (47.90)

6/24/2025

Total paid to Jimmy John's	\$ 229.25	
Reduced for Juror Tip/Bailiff Meals	\$ (84.10)	
Amount over allowable total to be reimbursed	\$ 145.15	\$ (84.10)

Subtotal \$ 247.12

Postage Reimbursements (Witness & Juror Summons/Payments):

6/2/2025	DC 23.765	State of Montana vs	Bobby Tipton	\$96.36
6/2/2025	DC 23.1623	State of Montana vs	Bryan Leigh Anderson	\$95.04
6/9/2025	DC 22-1385	State of Montana vs	Robert Jacob Reimers	\$117.48
6/24/2025	DC 24-1602	State of Montana vs	Quintin Tyrell Birdinground	\$78.76
		State of Montana vs		
		State of Montana vs		
		State of Montana vs		

Subtotal \$387.64

Supplies Reimbursements (Mailing Supplies):

6/2/2025	DC 23.765	State of Montana vs	Bobby Tipton	\$32.54
6/2/2025	DC 23.1623	State of Montana vs	Bryan Leigh Anderson	\$31.72
6/9/2025	DC 22-1385	State of Montana vs	Robert Jacob Reimers	\$39.90
6/24/2025	DC 24-1602	State of Montana vs	Quintin Tyrell Birdinground	\$26.78
	0	State of Montana vs		0
	0	State of Montana vs		0
	0	State of Montana vs		0

Subtotal \$130.94

Total Adjustments:

\$765.70

Total Reimbursement Requested for:

June-25

\$10,341.59

Review by: _____

Clerk of District Court

[Signature]

YELLOWSTONE COUNTY DISTRICT COURT

Transaction Listing

From 06/01/2025 to 6/30/2025

General Ledger Accounts 200-1300 through 200-1365

Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 6/2/2025	200-1300- Jury Fees/Mileage	\$ 1,608.49	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 6/2/2025	\$ 1,608.49	\$ -
Posted on 6/2/2025	200-1300- Jury Fees/Mileage	\$ 2,710.94	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 2,282.50	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 6/2/2025	\$ 4,993.44	\$ -
Posted on 6/9/2025	200-1300- Jury Fees/Mileage	\$ 1,453.84	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 6/9/2025	\$ 1,453.84	\$ -
Posted on 6/24/2025	200-1300- Jury Fees/Mileage	\$ 1,520.12	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 6/24/2025	\$ 1,520.12	\$ -
	Total Transactions	\$ 9,575.89	\$ -

13th Judicial District Court, Yellowstone County
Report of Witness Costs and
Monthly Reimbursement Summary
for April-25

<u>Total Transactions (See Attached Transaction Report):</u>	\$346.55
Less Voided Items	
	\$0.00
	\$0.00
	<u>\$346.55</u>

Adjustments to Total Transactions:

Jury Meals:

1/0/1900	0	0		
Total paid to			\$	-
Reduced for Juror Tip/Bailiff Meals			\$	-
Amount over allowable total to be reimbursed			\$	-
				\$ -
1/0/1900	0	0		
Total paid to			\$	-
Reduced for Juror Tip/Bailiff Meals			\$	-
Amount over allowable total to be reimbursed			\$	-
				\$ -
			Subtotal	\$ -

Postage Reimbursements (Witness & Juror Summons/Payments):

4/21/2025	DC 24-396	State of Montana	vs	Steven Lance Robuck	\$0.44
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
			Subtotal		\$0.44

Supplies Reimbursements (Mailing Supplies):

4/21/2025	DC 24-396	State of Montana	vs	Steven Lance Robuck	\$0.41
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
1/0/1900	0		0 vs	0	\$0.00
			Subtotal		\$0.41

<u>Total Adjustments:</u>	<u>\$0.85</u>
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<u>Total Reimbursement Requested for:</u>	<u>April-25</u>	<u>\$347.40</u>
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Review by: _____

Clerk of District Court

YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 04/01/2025 to 04/30/2025
General Ledger Accounts 200-1375 through 200-1475
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on: 4/21/2025	200-1375- Witness Fees	\$ 10.00	\$ -
	200-1400 Witness Mileage	\$ 303.80	\$ -
	200-1425- Witness Meals	\$ 32.75	\$ -
	200-1450- Witness Accomodations	\$ -	\$ -
	200-1475- Witness Transportation	\$ -	\$ -
	Total For:	4/21/2025 \$ 346.55	\$ -

Date	Account	Debit Amount	Credit Amount
Posted on:	200-1375- Witness Fees	\$ -	\$ -
	200-1400 Witness Mileage	\$ -	\$ -
	200-1425- Witness Meals	\$ -	\$ -
	200-1450- Witness Accomodations	\$ -	\$ -
	200-1475- Witness Transportation	\$ -	\$ -
	Total For:	1/0/1900 \$ -	\$ -

Date	Account	Debit Amount	Credit Amount
Posted on:	200-1375- Witness Fees	\$ -	\$ -
	200-1400 Witness Mileage	\$ -	\$ -
	200-1425- Witness Meals	\$ -	\$ -
	200-1450- Witness Accomodations	\$ -	\$ -
	200-1475- Witness Transportation	\$ -	\$ -
	Total For:	1/0/1900 \$ -	\$ -

Total Transactions	\$ 346.55	\$ -
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Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 07/02/2025 TO: 07/02/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931748	07/02/2025	ALBERTSON MICHAEL JAMES	\$16.68	Outstanding	
931749	07/02/2025	BAKKER JODY LYNN	\$115.52	Outstanding	
931750	07/02/2025	BAUER SHANNON DENEILLE	\$64.04	Outstanding	
931751	07/02/2025	BAUMBERGER JEFFREY D	\$59.36	Outstanding	
931752	07/02/2025	BELL GERALD M	\$61.70	Outstanding	
931753	07/02/2025	BLOOM JACOB BRYANT	\$20.19	Outstanding	
931754	07/02/2025	BOUCHARD CRYSTAL ANN	\$17.85	Outstanding	
931755	07/02/2025	CHAUVERS OLIVIA LEIGH	\$16.68	Outstanding	
931756	07/02/2025	CLOUSER KARALYN BETH	\$54.68	Outstanding	
931757	07/02/2025	CONNER JEREMY M	\$15.51	Outstanding	
931758	07/02/2025	COX RACHEL EILEEN	\$14.34	Outstanding	
931759	07/02/2025	CREES JOY DIANNE	\$61.70	Outstanding	
931760	07/02/2025	FRANK IAN SCOTT	\$15.51	Outstanding	
931761	07/02/2025	FREY ETHAN JOHN	\$24.87	Outstanding	
931762	07/02/2025	GARCIA LEON CRISTOBAL	\$19.02	Outstanding	
931763	07/02/2025	GEORGE PAUL ALLEN	\$17.85	Outstanding	
931764	07/02/2025	GOLDAMMER ADAM	\$16.68	Outstanding	
931765	07/02/2025	GOODSON AMY LEANN	\$19.02	Outstanding	
931766	07/02/2025	GREENE JUSTEN CHRISTOPHER	\$21.36	Outstanding	
931767	07/02/2025	GRONDSMA KEVIN MICHAEL	\$64.04	Outstanding	
931768	07/02/2025	HOLDEN ERIC ANDREW	\$34.23	Outstanding	
931769	07/02/2025	HUEBNER ROGER	\$17.85	Outstanding	
931770	07/02/2025	IVES PAT	\$15.51	Outstanding	
931771	07/02/2025	KELLER JEFFORY MICHAEL	\$19.02	Outstanding	
931772	07/02/2025	KETCHUM CELESTE RENEE	\$19.02	Outstanding	
931773	07/02/2025	KREMERS KEVIN RICHARD	\$26.04	Outstanding	
931774	07/02/2025	LOCKWOOD ELIZABETH JEANETTE	\$20.19	Outstanding	
931775	07/02/2025	MACK SUSAN L	\$38.91	Outstanding	
931776	07/02/2025	MAKOWSKI RACHEL	\$61.70	Outstanding	
931777	07/02/2025	MCCAULEY KUNTZ ISAAC JAMES	\$16.68	Outstanding	
931778	07/02/2025	MICKULIN TROY ALLEN	\$30.72	Outstanding	
931779	07/02/2025	MILLER BRITTANY SHELBY	\$61.70	Outstanding	
931780	07/02/2025	MOLT CURTIS	\$26.04	Outstanding	
931781	07/02/2025	NELSON DEAN FREDRICK	\$20.19	Outstanding	
931782	07/02/2025	NYDAM HOWARD STANLEY	\$19.02	Outstanding	
931783	07/02/2025	OSTERMILLER DAVID ALLEN	\$16.68	Outstanding	
931784	07/02/2025	PAPKA LYNNETTE RAU	\$14.93	Outstanding	
931785	07/02/2025	PHILLIPS KIERSTEN MARIE	\$15.51	Outstanding	
931786	07/02/2025	PHIPPS PARKER JAMES	\$23.70	Outstanding	
931787	07/02/2025	REAVIS JAMES RICHARD	\$17.85	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 07/02/2025 TO: 07/02/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931788	07/02/2025	SIMS REBECCA SPARROW	\$20.19	Outstanding	
931789	07/02/2025	SMITH TAMMY	\$57.02	Outstanding	
931790	07/02/2025	SPANTON JOHN FREDRICK	\$20.19	Outstanding	
931791	07/02/2025	SWANSON JULIE	\$57.02	Outstanding	
931792	07/02/2025	TERRY RUTH A	\$99.14	Outstanding	
931793	07/02/2025	WAHRMAN LONNIE LEROY	\$30.72	Outstanding	
931794	07/02/2025	ZAUGG CURTIS	\$92.12	Outstanding	
Totals	Number of Checks: 47	Total:	\$1,608.49		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931795 TO: 931831

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931795	07/02/2025	ALARCON PAUL MATTHEW	\$14.34	Outstanding	
931796	07/02/2025	ANDERSEN PEGGY NELL	\$148.40	Outstanding	
931797	07/02/2025	BARMAN LYNDEN THOMAS	\$16.68	Outstanding	
931798	07/02/2025	BENNETT HEATHER MARIE	\$224.45	Outstanding	
931799	07/02/2025	BIRDINGROUND JOLENE C	\$17.85	Outstanding	
931800	07/02/2025	BURROWS MITCHELL JAY	\$142.55	Outstanding	
931801	07/02/2025	DYBA DENNIS D	\$17.85	Outstanding	
931802	07/02/2025	EMOND KORY DEAN	\$19.02	Outstanding	
931803	07/02/2025	FREITAG ALEXIS KAY	\$136.70	Outstanding	
931804	07/02/2025	FRENCH WILLOWA JEAN	\$17.85	Outstanding	
931805	07/02/2025	GARDNER LINDSEY M	\$148.40	Outstanding	
931806	07/02/2025	HEILIGER CAMERON EDWARD	\$15.51	Outstanding	
931807	07/02/2025	HEIN MATHEW J	\$218.60	Outstanding	
931808	07/02/2025	HERRADA VERONICA LYNN	\$19.02	Outstanding	
931809	07/02/2025	HUST MALLORY ELANIE	\$13.17	Outstanding	
931810	07/02/2025	JONES ELWOOD	\$19.02	Outstanding	
931811	07/02/2025	KETTERLING LAURA L	\$160.10	Outstanding	
931812	07/02/2025	MCCREA KATIE JO	\$22.53	Outstanding	
931813	07/02/2025	MCPHERSON WILLIAM GREGORY	\$16.68	Outstanding	
931814	07/02/2025	MOFFITT KARMEN VALAINE	\$17.85	Outstanding	
931815	07/02/2025	MORRISON ROLAND DEAN	\$154.25	Outstanding	
931816	07/02/2025	MUTCH ZOE Y	\$20.19	Outstanding	
931817	07/02/2025	OBLANDER DAVID	\$50.61	Outstanding	
931818	07/02/2025	PAULSON CARL BERDETT	\$171.80	Outstanding	
931819	07/02/2025	PERKINS HEIDI ELISE	\$15.51	Outstanding	
931820	07/02/2025	PFEIFER TAWNYA LEIGH	\$21.36	Outstanding	
931821	07/02/2025	ROBBINS RANDALL A	\$183.50	Outstanding	
931822	07/02/2025	SORENSEN LANA KAY	\$21.36	Outstanding	
931823	07/02/2025	SORGE MICAELA MARIE	\$27.21	Outstanding	
931824	07/02/2025	STARK SIENNA LAINE	\$177.65	Outstanding	
931825	07/02/2025	STEUBER LEANNA	\$201.05	Outstanding	
931826	07/02/2025	VANDERLOOS CAMERON WILLIAM	\$13.17	Outstanding	
931827	07/02/2025	VLAHOS TEEGAN MASHAE	\$165.95	Outstanding	
931828	07/02/2025	WEEKES BECKY J	\$27.21	Outstanding	
931829	07/02/2025	WILSON ZACHARY JAMES	\$23.70	Outstanding	
931830	07/02/2025	YOUNG SEAN CHRISTIAN	\$13.17	Outstanding	
931831	07/02/2025	ZINDLER DARREN JULIUS	\$16.68	Outstanding	
Totals	Number of Checks: 37		Total:	\$2,710.94	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931832 TO: 931894

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931832	07/03/2025	BAETEN RITA M	\$37.87	Outstanding	
931833	07/03/2025	BALGEMAN DONDI ANN	\$31.89	Outstanding	
931834	07/03/2025	BARTRAM ANGELA S	\$32.02	Outstanding	
931835	07/03/2025	BISHOP NICHOLE LYNNMARIE	\$14.34	Outstanding	
931836	07/03/2025	BROHARD CHRISTOPHER JOSEPH	\$29.68	Outstanding	
931837	07/03/2025	BURCH SPENCER JAMES	\$38.91	Outstanding	
931838	07/03/2025	CLAXTON JOHN L	\$19.02	Outstanding	
931839	07/03/2025	COLLAR KIM ELLEN	\$17.85	Outstanding	
931840	07/03/2025	COLLING HEATH ERIC	\$16.68	Outstanding	
931841	07/03/2025	COOK CARRIE LYNN	\$27.34	Outstanding	
931842	07/03/2025	COOLAHAN BAILEY	\$27.21	Outstanding	
931843	07/03/2025	COPPOCK DAVID G	\$14.34	Outstanding	
931844	07/03/2025	COX KARA ANN	\$33.19	Outstanding	
931845	07/03/2025	COX VICTORIA IVAMAEROSE	\$43.72	Outstanding	
931846	07/03/2025	CRASCO CHRISTEN RAE	\$15.51	Outstanding	
931847	07/03/2025	CULVER MONIQUE CATALINA	\$16.68	Outstanding	
931848	07/03/2025	DAMJANOVICH NICOLETTE	\$36.70	Outstanding	
931849	07/03/2025	DEHASS DARREN A	\$19.02	Outstanding	
931850	07/03/2025	EHRESMAN KAREN LOU	\$35.53	Outstanding	
931851	07/03/2025	FELIX RAYMOND D	\$13.17	Outstanding	
931852	07/03/2025	FINK JERRY LEE	\$29.68	Outstanding	
931853	07/03/2025	GERMANY ROBERT A	\$16.68	Outstanding	
931854	07/03/2025	GORMAN JOSEPH MUDD	\$17.85	Outstanding	
931855	07/03/2025	HIGGINS DAVID ALLAN	\$17.85	Outstanding	
931856	07/03/2025	HOBBS CASEY DAYLE	\$15.51	Outstanding	
931857	07/03/2025	HUNTER JACK PHILIP	\$29.55	Outstanding	
931858	07/03/2025	JAGELSKI DANA SAMIRENEE	\$17.85	Outstanding	
931859	07/03/2025	JEFFERSON BRANDYN LYRELL	\$15.51	Outstanding	
931860	07/03/2025	JEWETT MICHAEL JASON	\$20.19	Outstanding	
931861	07/03/2025	KOSCHE THOMAS PAUL	\$15.51	Outstanding	
931862	07/03/2025	LARSON JAMES E	\$16.68	Outstanding	
931863	07/03/2025	MCNEELY ALLISON BELLE	\$16.68	Outstanding	
931864	07/03/2025	MCSWEYN PENNY L	\$30.72	Outstanding	
931865	07/03/2025	MICHAEL VICKI L	\$14.34	Outstanding	
931866	07/03/2025	MILLER KRISTIE	\$34.23	Outstanding	
931867	07/03/2025	MOLES CHRISTINA PAIGETACKETT	\$17.85	Outstanding	
931868	07/03/2025	MORRIS ROBERT BENFORD	\$21.36	Outstanding	
931869	07/03/2025	MORROW ANNIE ROSE	\$17.85	Outstanding	
931870	07/03/2025	NEWELL JOHN P	\$27.21	Outstanding	
931871	07/03/2025	OHLIN DARBY LYNN	\$22.53	Outstanding	
931872	07/03/2025	PADEN STEVEN LEE	\$31.89	Outstanding	
931873	07/03/2025	PAUL SAMANTHA LEA	\$17.85	Outstanding	
931874	07/03/2025	PETERS JOANN MARIE	\$29.68	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931832 TO: 931894

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931875	07/03/2025	PETERSON DEBRA J	\$17.85	Outstanding	
931876	07/03/2025	PHALEN BRENDA	\$21.36	Outstanding	
931877	07/03/2025	PHILIP LEAH GUCOFT	\$29.68	Outstanding	
931878	07/03/2025	PHILLIPS RICHARD	\$17.85	Outstanding	
931879	07/03/2025	RIWAICOUCH CARA BARB	\$41.38	Outstanding	
931880	07/03/2025	ROBSON ABBIGALE LEE	\$24.87	Outstanding	
931881	07/03/2025	SANDERS SCOTT WESLEY	\$16.68	Outstanding	
931882	07/03/2025	SCHIENO SUSAN M	\$15.51	Outstanding	
931883	07/03/2025	SCHWENNEKER TRAE ALLEN	\$13.17	Outstanding	
931884	07/03/2025	SHINE TIFFANY ANN	\$17.85	Outstanding	
931885	07/03/2025	SIXBERRY ANTHONY VAUGHN	\$45.93	Outstanding	
931886	07/03/2025	SMITH JO LYNNE	\$16.68	Outstanding	
931887	07/03/2025	STEINHAUER HEINZ	\$17.85	Outstanding	
931888	07/03/2025	SULLIVAN NOAH DANIEL	\$24.87	Outstanding	
931889	07/03/2025	THOMPSON JESSICA EILEEN	\$21.36	Outstanding	
931890	07/03/2025	UTLEY JASON WAYNE	\$16.68	Outstanding	
931891	07/03/2025	WELTON JENNIFER ANN	\$17.85	Outstanding	
931892	07/03/2025	WHITCOMB BYRON GLENN	\$16.68	Outstanding	
931893	07/03/2025	WITZEL RANDAL JON	\$30.85	Outstanding	
931894	07/03/2025	WRIGHT JON GILBERT	\$13.17	Outstanding	
Totals	Number of Checks: 63		Total:	\$1,453.84	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 931895 TO: 931937

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931895	07/03/2025	ANDERSON EMILY MERRYLEE	\$20.19	Outstanding	
931896	07/03/2025	ARLAND LYNN MARIE	\$57.02	Outstanding	
931897	07/03/2025	BERNS GARY JOSEPH	\$17.85	Outstanding	
931898	07/03/2025	BROCKSCHMIDT JERRY A	\$14.34	Outstanding	
931899	07/03/2025	BUTLER KENNETH WILLIAM	\$54.68	Outstanding	
931900	07/03/2025	DURAY JENNIFER	\$16.68	Outstanding	
931901	07/03/2025	EKLE TIGE GENE	\$28.38	Outstanding	
931902	07/03/2025	ESQUIVEL BRIANNA DIANE	\$87.44	Outstanding	
931903	07/03/2025	FORSETH ERIC B	\$82.76	Outstanding	
931904	07/03/2025	FRANK LINDA J	\$106.16	Outstanding	
931905	07/03/2025	GOOSMANN CODY WILLIAM	\$59.36	Outstanding	
931906	07/03/2025	GOSS LOUISE ANN	\$33.06	Outstanding	
931907	07/03/2025	GROSULAK DUANE	\$21.36	Outstanding	
931908	07/03/2025	HANKINS MARY	\$15.51	Outstanding	
931909	07/03/2025	HAYS RICKEY STEVEN	\$57.02	Outstanding	
931910	07/03/2025	HERNANDEZ ASHLEE JEANNE	\$16.68	Outstanding	
931911	07/03/2025	HUTTON CHRISTOPHER DON	\$33.06	Outstanding	
931912	07/03/2025	JOHNSON CLAIRE	\$75.74	Outstanding	
931913	07/03/2025	KAUFMAN ELAINE LORIS	\$16.68	Outstanding	
931914	07/03/2025	KELLY CASSANDRA	\$64.04	Outstanding	
931915	07/03/2025	KLUNDT KENT THOMAS	\$20.19	Outstanding	
931916	07/03/2025	KRENZLER KAYLA LYNN	\$14.34	Outstanding	
931917	07/03/2025	LIEUALLEN RONALD ROSS	\$61.70	Outstanding	
931918	07/03/2025	MANNON RENEE NICOLE	\$57.02	Outstanding	
931919	07/03/2025	MCCOY JENNIFER LYNN	\$17.85	Outstanding	
931920	07/03/2025	MCMAHON REGAN C	\$17.85	Outstanding	
931921	07/03/2025	MCRAE RICHARD LEE	\$15.51	Outstanding	
931922	07/03/2025	MUNOZ CESAR	\$16.68	Outstanding	
931923	07/03/2025	NEWMAN THERESA	\$29.55	Outstanding	
931924	07/03/2025	NORMAN CHRISTY	\$33.06	Outstanding	
931925	07/03/2025	PAZOFF RACHEL ELLEN	\$43.59	Outstanding	
931926	07/03/2025	RIVERA ADRIAN LUIS	\$20.19	Outstanding	
931927	07/03/2025	SCOTT-WILSON SHAD ALLEN	\$16.68	Outstanding	
931928	07/03/2025	SOUPIR JEREMY KYLE	\$64.04	Outstanding	
931929	07/03/2025	SUKUT JESSIE MARIE	\$17.85	Outstanding	
931930	07/03/2025	THORSEN JANEL MARIE	\$15.51	Outstanding	
931931	07/03/2025	TRIMPE HOLLIE MATTHEISEN	\$19.02	Outstanding	
931932	07/03/2025	TURNER JUSTINE RENE	\$15.51	Outstanding	
931933	07/03/2025	VANPELT PHILIP H	\$19.02	Outstanding	
931934	07/03/2025	WOOD TYLER ALAN	\$52.34	Outstanding	
931935	07/03/2025	WOODLAND ALESHA DAWN	\$24.87	Outstanding	
931936	07/03/2025	YEAGER ALEXANDRA JESSE	\$21.36	Outstanding	
931937	07/03/2025	ZUNDEL LANDEN BEAU	\$28.38	Outstanding	

Check Register Number Range
For Bank Account: Jury Funds - 9705883054925
FROM: 931895 TO: 931937

Check Number	Check Date	Payee	Amount	Status	Cleared Date
Totals	Number of Checks: 43		Total:	\$1,520.12	

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: HRDC General Relief Assistance Program Quarterly Report for Quarter Ending June 30, 2025

Submitted By: Erika Guy

TOPIC:

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending June 30, 2025

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

File

Attachments

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending June 30, 2025



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL

June 30, 2025

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

RE: General Relief Assistance Program

Enclosed please find the program report for the quarter ending June 30, 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read "Sandie Green".

Sandie Green
Case Manager
HRDC DISTRICT 7

cc: Jennifer Jones, Finance Director
Yellowstone County
PO Box 35003
Billings, MT 59107



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

**HUMAN RESOURCES DEVELOPMENT COUNCIL
Yellowstone County General Relief Program
As of March 31, 2025**

Rent Assistance

Currently enrolled participants	8
Applications on the Waiting List	14
Applications Currently Pending	0
Participants closed this quarter/no longer eligible	0

Total Participants Served **22**

During this quarter, there were 89 supportive services/case management contacts.

No clients were closed from General Assistance – or settlement from SSA.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employments and are unable to provide for their basic needs. They are all in the process of applying for Social Security Disability benefits. The qualification process for disability benefits often is very lengthy, and can exceed a year. This program provides for their basic shelter needs during this interim period during which time they have no source of income.

This program is their only resource available to provide for shelter costs. They do not have minor children and do not qualify for TANF. The public housing waiting lists are lengthy with an average waiting time of 1 year, and local non-profits are limited to the rent assistance they can provide – often only to those households with steady employment.

County Burial Assistance

During the quarter ending June 30, 2025, HRDC approved 17 requests for county burial assistance. There was one(1)30200 veteran who will be interred at Yellowstone National Cemetery, and sixteen(16) non veterans that will be buried at Riverside cemetery.

**Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending June 30, 2025**

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 110,000.00	\$ 27,500.00	\$ 137,500.00
Plus CSBG Support			-
Plus Social Security Reimbursements	-		44,714.09
Plus Interest Income	1,510.92		6,344.25
Carryover Year 1	62,398.46		125,010.82
Carryover Year 2	14,920.68		14,920.68
Current Year SSI reimbursements Carryover	34,908.60		
Program Funds Available	<u>223,738.66</u>	<u>27,500.00</u>	<u>328,489.84</u>
Housing-rent	4,723.50		23,694.50
Hygiene	912.00		2,812.00
Utilities, Other	762.00		3,775.45
Burial (net of refunds)	22,100.00		81,678.00
Social Security Supportive Services	-		18.00
Headstones	-		-
Total Provided Client Services	<u>28,497.50</u>		<u>111,977.95</u>
Operating Fee		<u>27,500.00</u>	<u>27,500.00</u>
Net Available for Services	<u>195,241.16</u>	<u>-</u>	<u>189,011.89</u>

B.O.C.C. Regular

Meeting Date: 07/15/2025

Title: Response to Audit Findings - July 7, 2025

Submitted By: Amy Mills

TOPIC:

June 16 - June 30 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

June 16 to June 30, 2025

Date: 7/3/2025

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	
7/3/25	Ostlund, John	BOCC	Add departure of service, correct salary amount	✓
7/3/25	Ziler, Larry	IT	Correct salary amount s/b \$5,583.33	✓
7/3/25	Jasper, Sasha	Sheriff	8 hrs sick used not showing in used column of employee summary	✓
7/3/25	Sherman, Robin	Road.....	Correct overtime fund acct # s/b 2110.401.430200.120	✓
7/3/25	Silveira, Chris	YSC	Update overtime hrs and comp balance	✓