

**OFFICIAL AGENDA  
TUESDAY August 5, 2025  
Meeting Start Time: 9:30 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**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**9:30 a.m. PRESENTATION**

Walking Montana Midway-Give-Away

**9:30 a.m. PUBLIC HEARING**

Resolution 25-94 to Dissolve RSID 783 Homestead Waterline

**PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS**

**1. FINANCE**

- a. Notice of Public Hearings for Considering the Final Budget for FY25-26; Setting FY26 County Mills; and the Budget Amendments for FY25 - Setting the Hearings for Tuesday, August 26, 2025, and Tuesday, September 2, 2025, at 9:00 a.m. in Room 3108
- b. Final FY25 Budget Adjustments

**CLAIMS**

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**CONSENT AGENDA**

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**1. CLERK AND RECORDER**

Plat of Clark Stone Commercial Subdivision, Acceptance of Dry Hydrant Easement, and Vacation of Agricultural Covenant Subject to Parcel 1, Certificate of Survey 2698M

**2. COMMISSIONERS**

- a. Board Openings - Updated List
- b. Updated 2025 Organizational Chart
- c. Board Appointment - Brandon Ihde to LUFSA
- d. Montana Wool Growers Association Predator Control Fund Memorandum of Understanding

**3. EMERGENCY AND GENERAL SERVICES**

Adoption of the Yellowstone County Community Wildland Fire Protection Plan

**4. FINANCE**

- a. Finance Contract - Askin Construction - Extension Building ADA Ramp
- b. Change Order #6 - Safetech - Admin Building Asbestos Abatement
- c. Request to Expend - GIS - Plotter/Scanner
- d. Request to Expend - Sheriff's Office - Evidence Drying Cabinet
- e. Request to Expend - Sheriff's Office - Animal Control Vehicle
- f. Bond for Lost Warrant
- g. Recommendation of Award - MetraPark 6th Ave LED Sign IFB
- h. Drug Forfeiture - Equitable Sharing Agreement and Certification (ESAC) for FY25

**5. METRA PARK**

Yearly Amusement Games Permit for MontanaFair

**6. HUMAN RESOURCES**

- a. Yellowstone County Courthouse Wheelchair Loaner Policy 25-95
- b. Benefit Program Application
- c. **PERSONNEL ACTION REPORTS - Detention Facility** - 1 Appointment; **MetraPark** - 1 Appointment; **Commissioner's** - 1 Appointment

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**FILE ITEMS**

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**1. CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Meeting Minutes

**2. FINANCE**

ARPA Project Tracking Sheet

**PUBLIC COMMENTS ON COUNTY BUSINESS**

**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** Walking Montana Midway-Give-Away

**Submitted By:** Erika Guy

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**TOPIC:**

Walking Montana Midway-Give-Away

**BACKGROUND:**

NA

**RECOMMENDED ACTION:**

NA

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**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** Resolution to Dissolve RSID 783

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Resolution 25-94 to Dissolve RSID 783 Homestead Waterline

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve or Deny.

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**Attachments**

Resolution 25-94 to Dissolve RSID 783

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# **YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25- 94

## **Resolution to Dissolve Yellowstone County Rural Special Improvement District No. 783**

WHEREAS, pursuant to Sections 7-12-2124 of the Montana Code Annotated, a board of county commissioners has the authority to dissolve a rural special improvement district. To dissolve a district a board of county commissioners passes a resolution of intent to dissolve the district, sets a public hearing on the dissolution, mails notice of the public hearing to the landowners in the district, publishes notice of the public hearing, receives protests on the dissolution, receives comments on the dissolution, holds a public hearing, considers the protests and comments and passes a resolution to dissolve the district. A board of county commissioners can only dissolve a district if it would be in the best interest of the public, the district can pay its debts and enough landowners have not protested the dissolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 783 for the purpose of constructing certain local improvements and financing the costs thereof. Resolution 10-18 created Rural Special Improvement District No. 783. The Resolution states after construction of the water lines, the ownership and responsibility for maintenance of the water lines will be transferred by the County to the County Water District of Billings Heights. Attached is a copy of the resolution that created the District, a map of the District, a list of the properties and property owners in the District and the funds currently held by the County for the District.

WHEREAS, on June 26, 2025, the Yellowstone County Board of County Commissioners passed a resolution of intent to dissolve Yellowstone County Rural Special Improvement District No. 783 and set a public hearing on the dissolution for August 5, 2025. On July 4, 2025 and July 11, 2025, the Yellowstone County Clerk and Recorder published notice of the public hearing. On July 3, 2025, the Clerk and Recorder mail notice of the public hearing to the landowners in the District. On August 5, 2025, the Board held a public hearing on the dissolution. The Board determined it would be in the best interest of the public to dissolve the District. Final assessments were completed in tax year 2024. All assessment payments have been received and all debt requirements have been satisfied. The District can pay its debts. Not enough landowners protested the dissolution of the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners dissolves Yellowstone County Rural Special Improvement District No. 783. The District is not needed. The Board orders the Yellowstone County Clerk and Recorder to mail notice of the resolution to the landowners in the District. The Board orders the Yellowstone County Finance Department to pay the debts of the District and to transfer any remaining funds to the County Water District of Billings Heights in accordance with resolution 10-18.

Passed and Adopted on the 5<sup>th</sup> day of August 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chair

\_\_\_\_\_  
Michael J. Waters, Member

\_\_\_\_\_  
Chris White, Member

ATTEST:

\_\_\_\_\_  
Jeff Martin, Clerk and Recorder

## Affidavit of Notice of Public Hearing

**Affidavit of Notice of Public Hearing**  
**1 of 1**

**B.O.C.C. Regular**

**1. a.**

**Meeting Date:** 08/05/2025

**Title:** Notice of Public Hearing for the Final Budget

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Notice of Public Hearings for Considering the Final Budget for FY25-26; Setting FY26 County Mills; and the Budget Amendments for FY25 - Setting the Hearings for Tuesday, August 26, 2025, and Tuesday, September 2, 2025, at 9:00 a.m. in Room 3108

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Notice of Public Hearing for the Final Budget

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## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Yellowstone County, Montana will conduct public hearings for the purpose of considering the final budget for fiscal year 2025-2026 (FY26); setting FY26 County mill levies; the proposed use of statutory levy authority for the County's health insurance plan; budget amendments for fiscal year 2025 and grant budget amendments for fiscal years 2025 & 2026. The budget amendments for FY25 consist of budget modifications for grants, budget changes, and interfund line-item transfers. The budget will be placed on file and open to public inspection in Room 3101, third floor, City Hall Building (316 North 26<sup>th</sup> Street) on August 22, 2025. **The Board of County Commissioners of Yellowstone County will meet on Tuesday, August 26, 2025 at 9:00 a.m. and Tuesday September 2, 2025 at 9:00 a.m. in the Commissioner's Board Room 3108, third floor of the City Hall Building.** Any taxpayer may appear at said meeting and provide testimony either for or against any part of the final budget, mill levies, or budget amendments. Final Adoption of the fiscal year 2025-2026 budget shall take place on Tuesday September 2, 2025.

DATED this 5<sup>th</sup> day of August, 2025.

/s/Jeff Martin, Clerk and Recorder  
Yellowstone County, Montana

Advertise August 15, 2025 and August 22, 2025.

**B.O.C.C. Regular**

1. b.

**Meeting Date:** 08/05/2025

**Title:** FY25 Final Budget Adjustments

**Submitted For:** Jennifer Jones, Finance Director

**Submitted By:** Jennifer Jones, Finance Director

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**TOPIC:**

Final FY25 Budget Adjustments

**BACKGROUND:**

Annual budget adjustments based on final fiscal year 2025 activity.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Final FY25

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# Yellowstone County

FINANCE  
(406) 256-2754  
(406) 254-7929 (FAX)

P.O. Box 35003  
Billings, MT 59107-5003



July 28, 2025

Board of Yellowstone County Commissioners

Dear Board Members:

Please accept this letter as a written request for you to formally approve some end of year budget adjustments to keep us in compliance with budget statutes. This request will be presented to you at a public discussion meeting on July 30, 2025, then as a regular item requiring your formal approval at your public agenda meeting on August 5, 2025. This action on your part is authorized under MCA 7-6-4006 (4).

1. Requesting to increase spending authority to allow for full payment of collections to each of the funds below with unanticipated revenue as the offset:
  - a. Predatory Animal (MT Woolgrowers)-- \$565 due to higher than expected personal property tax collection. These funds are passed to the MT Woolgrowers Assoc.
2. Requesting to increase spending authority for the following with unanticipated revenue as the offset:
  - a. DUI TF-- \$26,000 from Symposium revenue received and paid to Symposium vendors.
  - b. RSID Maint-- \$130,000 for various RSID repairs where the revenue/cash has already been received for those repairs.
3. Requesting reallocation of spending authority for the following:
  - a. Road-- \$1,000,000 due to savings in other budgeted accounts for ability to transfer to Road CIP fund.
  - b. Bridge-- \$250,000 due to savings in other budgeted accounts for ability to transfer to Bridge CIP fund.
  - c. ARPA- \$3,000,000 reallocated from Land Improvement to Capital Building for the John V. Ostlund Building.
  - d. Health Insurance-- \$475,000 from Contingency to Medical claims to cover accrued liability estimate.

Thank you,

A handwritten signature in black ink, appearing to read "Jennifer Jones".

Jennifer Jones  
Finance & Budget Director

**FINAL FY25 PROPOSED BUDGET AMENDMENTS:**

2150.000.404.440690.397	BE27: PRED ANIMAL- CONT SVS	565.00	-
2150.000.000.311020.000	BE27: PRED ANIMAL- PERS PROP REV	-	565.00
2950.000.470.420190.336	BE27: DUI SYMPOSIUM	26,000.00	-
2950.000.000.365011.000	BE27:DUI SYMPOSIUM	-	26,000.00
2500.000.000.430200.362	BE27:RSID MAINT REPAIRS	130,000.00	-
2500.000.000.363010.000	BE27:RSID MAINT ASSESSMENTS	-	130,000.00
2110.000.401.521000.829	BE39:ROAD- TRANSFER TO CIP	1,000,000.00	-
2110.000.401.430200.399	BE39: ROAD- OTHER CONTRACT SVS	-	1,000,000.00
2130.000.402.521000.829	BE27: BRIDGE- TRANSFER TO CIP	250,000.00	-
2130.000.402.430244.850	BE39: BRIDGE CONT	-	250,000.00
2260.000.199.440150.920	BE27: ARPA CAPITAL BLDG	3,000,000.00	-
2260.000.199.440150.930	BE27: ARPA LAND IMPROVEMENT	-	3,000,000.00
6050.000.601.500700.351	BE27:HEALTH CLAIMS	475,000.00	-
6050.000.601.500700.850	BE27:HEALTH CONT	-	475,000.00

**B.O.C.C. Regular****Meeting Date:** 08/05/2025**Title:** Clark Stone Commercial Subdivision**Submitted For:** Jeff Martin, Clerk And Recorder**Submitted By:** Jeff Martin, Clerk And Recorder

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**TOPIC:**

Plat of Clark Stone Commercial Subdivision, Acceptance of Dry Hydrant Easement, and Vacation of Agricultural Covenant Subject to Parcel 1, Certificate of Survey 2698M

**BACKGROUND:**

Reviewed. Vacation of agricultural covenant is required at the time of approval. Vacation meets requirements set forth by Montanan statute.

**RECOMMENDED ACTION:**

Approve and execute.

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**Attachments**

Clark Stone SIA

Clark Stone Vacation

Clark Stone Easement

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# SUBDIVISION IMPROVEMENTS AGREEMENT CLARK STONE COMMERCIAL SUBDIVISION

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## SUBDIVISION IMPROVEMENTS AGREEMENT

### Clark Stone Commercial Subdivision

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between *Cottonwood Holdings, LLC*, whose address for the purpose of this agreement is **81 River Road, Silesia, Montana 59041**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY**, hereinafter referred to as "County."

#### WITNESSETH:

**WHEREAS**, the plat of *Clark Stone Commercial Subdivision*, located in Yellowstone County, Montana, was submitted to the Laurel Board of Planning; and

**WHEREAS**, at a regular meeting conducted on \_\_\_\_ day of \_\_\_\_\_, 20\_\_, the Board of County Commissioners (BOCC) conditionally approved a preliminary plat of *Clark Stone Commercial Subdivision*; and

**WHEREAS**, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

**WHEREAS**, the provisions of this agreement shall be effective and applicable to *Clark Stone Commercial Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Laurel Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

**THEREFORE, THE PARTIES TO THIS AGREEMENT**, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

**I. VARIANCES**

None requested.

**II. CONDITIONS THAT RUN WITH THE LAND**

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owner and unit owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the Rural Special Improvement District or districts (RSID) which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- F. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- G. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.

### **III. TRANSPORTATION**

#### **A. Streets**

- The property has access to Clark Bend Road.
- Clark Bend Road is a paved state-owned road approximately 26-feet wide.
- No new roads will be constructed as part of this subdivision.
- Approach permits will be obtained for new approaches at time of construction in accordance to MDT standards.

#### **B. Sidewalks**

- No sidewalks will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

#### **C. Street Lighting**

- No street lights will be installed in this subdivision, though they are included in the Waiver of Right to Protest.

#### **D. Traffic Control Devices**

- Traffic control devices, if required, will be provided by the subdivider in accordance with the specifications of MDT, the County Public Works Department, and the local Fire Department.

#### **E. Access**

- Access to the subdivision will be from Clark Bend Road.

#### **F. Heritage Trail Plan**

- No public Heritage Trail systems will be created or expanded as part of this subdivision

#### **G. Public Transit**

- No public transportation systems will be created or expanded as part of this subdivision

### **IV. EMERGENCY SERVICES**

The subdivision is located within the Laurel Fire Department service area. A 30,000 gallon dry hydrant has been provided for fire suppression and approved by the Laurel Fire Department. Said dry hydrant shall be maintained by an RSID created as part of this subdivision.

### **V. STORM DRAINAGE**

All drainage improvements shall comply with the provisions set forth in Section 4.7 of the Yellowstone County Subdivision Regulations.

## **VI. UTILITIES**

### **A. Water**

In accordance with DEQ requirements and the Subdivision Regulations, all proposed water systems must obtain approval by the Yellowstone County Health Department.

- The subdivision water is proposed to be supplied by shared wells. Each well will serve two units in each building.
- Wells shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.

### **B. Sanitary Sewer**

In accordance with DEQ requirements and the Subdivision Regulations, all sanitary sewer systems must obtain approval by the Yellowstone County Health Department.

- The subdivision is proposed to have shared septic and drainfield systems on each lot. Each drainfield will serve the units in a building.
- The system shall conform to the standards set forth by the Yellowstone City-County Health Department and MDEQ.

### **C. Power, Telephone, Gas, and Cable Television**

- Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements shown on the plat.

## **VII. PARKS/OPEN SPACE**

There is no parkland dedication requirement for first minor subdivisions (MCA 76-3-621(3)(e)).

## **VIII. IRRIGATION**

There are no water rights associated with the property.

## **IX. WEED MANAGEMENT**

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

## **X. SOILS/GEOTECHNICAL STUDY**

A geotechnical study was completed per the Subdivision Regulations and is attached to this agreement

## **XI. PHASING OF IMPROVEMENTS**

There is no intended phasing of improvements. Utilities will be constructed at the time of development.

## **XII. FINANCIAL GUARANTEES**

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost. If using a security, describe the method in this section).

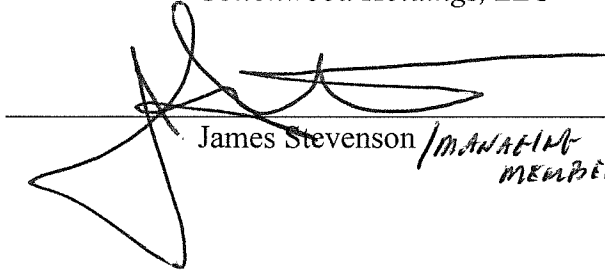
## **XIII. LEGAL PROVISIONS**

- A.** Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G.** Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”


Cottonwood Holdings, LLC

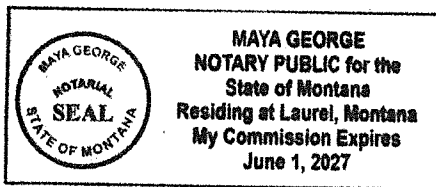
  
James Stevenson / MANAGING MEMBER

STATE OF MONTANA     )  
  : ss  
County of Yellowstone     )

On this 23 day of JULY, 2025, before me, a Notary Public in and for the State of Montana, personally appeared James Stevenson of Cottonwood Holdings, the persons who executed the forgoing instrument and acknowledged to me that they executed the same.  
MANAGING MEMBER

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

  
Notary Public in and for the State of Montana  
Printed Name: Maya George  
Residing at: Laurel, Montana  
My commission expires: June 1, 2027





This agreement is hereby approved and accepted by Yellowstone County, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

“COUNTY”  
COUNTY OF YELLOWSTONE  
MONTANA

County of Yellowstone  
Board of County Commissioners

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
County Clerk and Recorder

STATE OF MONTANA     )  
                                      : ss  
County of Yellowstone     )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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

# Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's) which the Yellowstone County may require for a period of twenty years from the date of this document's recording, including for an SID for maintenance and care of the fire suppression tank.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

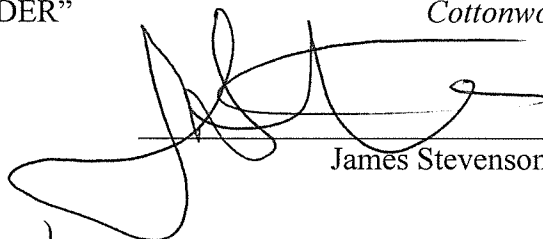
The real property hereinabove mentioned is more particularly described as follows:

*Clark Stone Commercial Subdivision*

Signed and dated this 23 day of July, 2025

"SUBDIVIDER"

*Cottonwood Holdings, LLC*

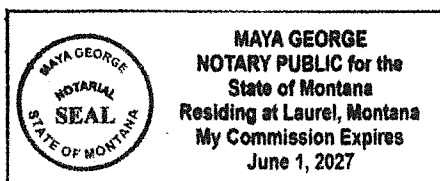
  
James Stevenson / MANAGING MEMBER


STATE OF MONTANA )  
: SS  
County of Yellowstone )

On this 23 day of July, 2025 before me, a Notary Public in and for the State of Montana, personally appeared James Stevenson of Cottonwood Holdings, LLC, the persons who executed the forgoing instrument and acknowledged to me that they executed the same.

\* MANAGING MEMBER

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



  
Notary Public in and for the State of Montana  
Printed Name: Maya George  
Residing at: Laurel, Montana  
My commission expires: June 1, 2027

Cottonwood Holdings, LLC  
81 River Road  
Joliet, MT 59041

Att: Jim Stevenson, Managing Member

### **TERMINATION AND REVOCATION OF DECLARATION OF AGRICULTURAL COVENANT**

**THIS AGREEMENT** is made and entered into by and between **COTTONWOOD HOLDINGS, LLC**, as owners of the herein described real property and **YELLOWSTONE COUNTY**, Montana, as the governing body.

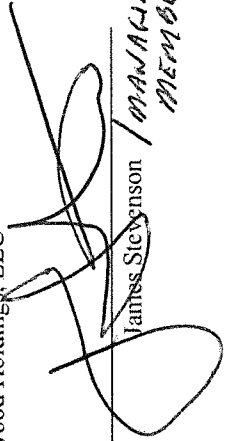
**WHEREAS**, the property is legally described as fractional land in the NENE of Section 28 and the SESE of Section 21 and Parcel 1 of COS 2698M, T 2 S, R 24 E, Yellowstone County, Montana, and is subject to an Agricultural Covenant recorded on January 31, 1974, under recording number 954001, records of Yellowstone County Montana; and

**WHEREAS**, said tract was surveyed in compliance with all requirements, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana; and,

**WHEREAS**, the owner of said property desires to lift the agricultural covenant on said tract and have submitted a subdivision application, Clark Stone Commercial Subdivision, to lift said covenant.

**THEREFORE**, the parties to this agreement do hereby agree that the provisions of the Agricultural Covenant imposed upon fractional land in the NENE of Section 28 and the SESE of Section 21 and Parcel 1 of COS 2698M, T 2 S, R 24 E, Yellowstone County, Montana, are hereby terminated and revoked.

Cottonwood Holdings, LLC

  
James Stevenson / MANAGING  
MEMBER

STATE OF MONTANA )

Stillwater : ss  
County of Yellowstone )

On this 10 day of March, 2025, before me, a Notary Public in and for the State of Montana, personally appeared James Stevenson Managing Member of Cottonwood Holdings, LLC, the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same.

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

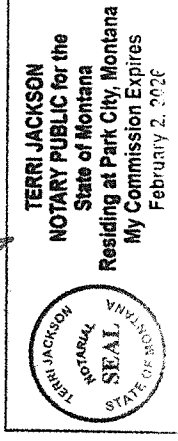


Notary Public in and for the State of Montana

Printed Name: Terri Jackson

Residing at: Park City

My commission expires: 2-2-2026



“COUNTY”  
COUNTY OF YELLOWSTONE  
MONTANA

County of Yellowstone  
Board of County Commissioners

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
County Clerk and Recorder

STATE OF MONTANA )  
                                  : ss

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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

Cottonwood Holdings, LLC  
81 River Road  
Joliet, MT 59041

Att: Jim Stevenson, Managing Member

### **TERMINATION AND REVOCATION OF DECLARATION OF AGRICULTURAL COVENANT**

**THIS AGREEMENT** is made and entered into by and between **COTTONWOOD HOLDINGS, LLC**, as owners of the herein described real property and **YELLOWSTONE COUNTY**, Montana, as the governing body.

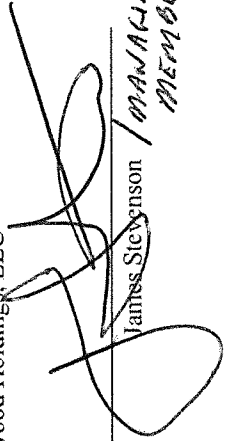
**WHEREAS**, the property is legally described as fractional land in the NENE of Section 28 and the SESE of Section 21 and Parcel 1 of COS 2698M, T 2 S, R 24 E, Yellowstone County, Montana, and is subject to an Agricultural Covenant recorded on January 31, 1974, under recording number 954001, records of Yellowstone County Montana; and

**WHEREAS**, said tract was surveyed in compliance with all requirements, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana; and,

**WHEREAS**, the owner of said property desires to lift the agricultural covenant on said tract and have submitted a subdivision application, Clark Stone Commercial Subdivision, to lift said covenant.

**THEREFORE**, the parties to this agreement do hereby agree that the provisions of the Agricultural Covenant imposed upon fractional land in the NENE of Section 28 and the SESE of Section 21 and Parcel 1 of COS 2698M, T 2 S, R 24 E, Yellowstone County, Montana, are hereby terminated and revoked.

Cottonwood Holdings, LLC

  
James Stevenson / MANAGING-  
MEMBER

STATE OF MONTANA )

Stillwater : ss  
County of Yellowstone )

On this 10 day of March, 2025, before me, a Notary Public in and for the State of Montana, personally appeared James Stevenson Managing Member of Cottonwood Holdings, LLC, the person(s) who executed the foregoing instrument and acknowledged to me that they executed the same.

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

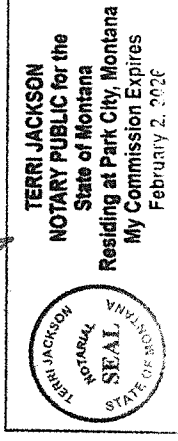


Notary Public in and for the State of Montana

Printed Name: Terri Jackson

Residing at: Park City

My commission expires: 2-2-2026



“COUNTY”  
COUNTY OF YELLOWSTONE  
MONTANA

County of Yellowstone  
Board of County Commissioners

By: \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner

Attest: \_\_\_\_\_  
County Clerk and Recorder

STATE OF MONTANA )  
: ss

County of Yellowstone )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me, a Notary Public in and for the State of Montana, personally appeared \_\_\_\_\_, \_\_\_\_\_ and \_\_\_\_\_, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

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



**B.O.C.C. Regular**

2. a.

**Meeting Date:** 08/05/2025

**Title:** Board Openings

**Submitted By:** Erika Guy

---

**TOPIC:**

Board Openings - Updated List

**BACKGROUND:**

See Attachment

**RECOMMENDED ACTION:**

Post

---

**Attachments**

Board Openings

---

# YELLOWSTONE COUNTY BOARD OPENINGS

August 5, 2025

AREA II AGENCY ON AGING	1 year	1 full to 6/30/26
-------------------------	--------	-------------------

BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE	3 year	2 full to 12/31/27
---	--------	--------------------

- NOTE: Eligible applicants for the above board must live outside the incorporated limits of the City of Billings.

LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28
--	--------	------------------

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

---

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, September 4, 2025

---

July 22, 2025

CITY/COUNTY PLANNING: DIST 3	2 year	1 full to 12/31/26
CITY/COUNTY PLANNING: DIST 4	2 year	1 full to 12/31/26

- NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.

BROADVIEW CEMETERY	3 year	1 partial to 6/30/26
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27
LAUREL CITY/COUNTY PLANNING	2 year	1 full to 6/30/26
WORDEN FIRE DISTRICT #4	3 year	2 full to 5/1/28
LAUREL FIRE DISTRICT #5	3 year	1 full to 5/1/28
LAUREL FIRE DISTRICT #7	3 year	1 full to 5/1/28

- NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.

BOARD OF ADJUSTMENT	2 year	1 full to 12/31/26
---------------------	--------	--------------------

- NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.

ZONING COMMISSION	2 year	2 full to 6/30/27
-------------------	--------	-------------------

- NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 partial to 12/31/26 2 full to 12/31/27 1 partial to 12/31/25
--	--------	--

---

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED  
UNTIL 5:00PM ON THURSDAY, August 21, 2025

---

**B.O.C.C. Regular**

2. b.

**Meeting Date:** 08/05/2025

**Title:** Updated 2025 Organizational Chart

**Submitted By:** Erika Guy

---

**TOPIC:**

Updated 2025 Organizational Chart

**BACKGROUND:**

See Attached

**RECOMMENDED ACTION:**

Approve

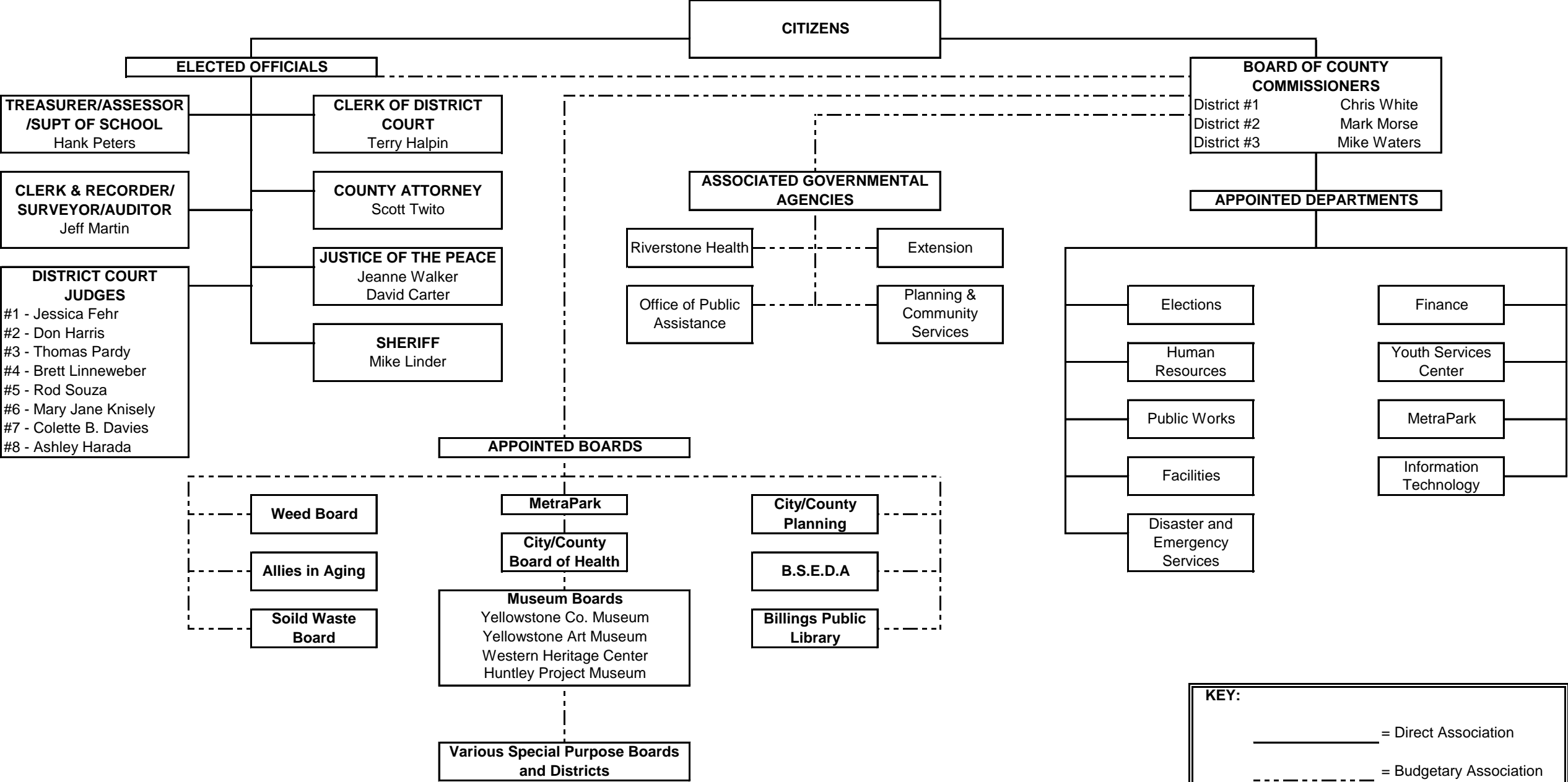
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**Attachments**

Updated 2025 Organizational Chart

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**YELLOWSTONE COUNTY, MONTANA**  
**ORGANIZATIONAL CHART**



**B.O.C.C. Regular**

2. c.

**Meeting Date:** 08/05/2025

**Title:** Board Appointment

**Submitted By:** Erika Guy

---

**TOPIC:**

Board Appointment - Brandon Ihde to LUFSA

**BACKGROUND:**

See Attachment

**RECOMMENDED ACTION:**

Sign and Mail

---

**Attachments**

Brandon Ihde

---

# Yellowstone County



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

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

August 5, 2025

Mr. Brandon Ihde  
17 Open Sky Bend  
Laurel, MT 59044

RE: Laurel Urban Fire Service Area Board

Dear Mr. Ihde,

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

---

Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Derek Yeager, 316 N. 26<sup>th</sup> Street, Billings, MT 59107

**B.O.C.C. Regular**

**2. d.**

**Meeting Date:** 08/05/2025

**Title:** Woolgrowers MOU

**Submitted By:** Teri Reitz, Board Clerk

---

**TOPIC:**

Montana Wool Growers Association Predator Control Fund Memorandum of Understanding

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve or Deny.

---

**Attachments**

Montana Wool Growers Association MOU

---

MONTANA WOOL GROWERS ASSOCIATION  
PREDATOR CONTROL FUND  
P.O. Box 1938  
Billings, MT 59103  
(406) 657-6464

MEMORANDUM OF UNDERSTANDING

For the period: **JULY 1, 2025 TO JUNE 30, 2026**

In accordance with the terms of a Cooperative Service Agreement between the USDA APHIS Wildlife Services program and the Montana Wool Growers Association, **YELLOWSTONE COUNTY** agrees to allocate up to amount collected, not to exceed \$877.20 for the protection of sheep from destructive animals. Payment will be made to the extent that funds are available from the collection of associated assessments.

Funds under this agreement will be expended to carry out a mutually-agreed-upon program to minimize economic depredations. The county will be billed semiannually on **DECEMBER 1** and **JUNE 1**. Funds will be made payable to and deposited in the Predator Control Fund, Montana Wool Growers Association.

The program is agreed upon as follows:

**(1) Wildlife Services Specialist will conduct Wildlife Services in Yellowstone, and Musselshell Counties. Fixed-wing and rotor-wing aircraft will be used where feasible and where funds are available.**

\_\_\_\_\_  
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
For the MONTANA WOOL GROWERS ASSOCIATION

\_\_\_\_\_  
DATE

**Stock Sheep On Tax Rolls :** 1,462

**Sheep License Fee/Head :** \$0.60

(A signed copy  
will be returned  
for your files.)



**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** Adoption of the Yellowstone County Community Wildland Fire Protection Plan

**Submitted By:** Derek Yeager

---

**TOPIC:**

Adoption of the Yellowstone County Community Wildland Fire Protection Plan

**BACKGROUND:**

Adoption of the Yellowstone County Community Wildland Fire Protection Plan as previously discussed.

**RECOMMENDED ACTION:**

Approved to add this to the consent agenda.

---

**Attachments**

YC CWPP

---



# YELLOWSTONE COUNTY COMMUNITY WILDFIRE PROTECTION PLAN

**Prepared for:**  
Yellowstone County  
Department of  
Emergency Services

**Prepared by:**  
DJ&A, P.C.  
2000 Maple Street  
Missoula, MT 59808



July 21, 2025



**Yellowstone County Community Wildfire Protection Plan**

June 2025

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## Signatures

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---

Mark Morse  
Yellowstone County Commissioner, District No. 2;  
Yellowstone County Fire Chief

---

Date

---

Mike Waters  
Yellowstone County Commissioner, District No. 3

---

Date

---

Derek Yeager  
Fire Warden, Director of Disaster and Emergency  
Services, & Administrator of the Rural Fire Protection  
Program

---

Date

---

Joe Holzwarth  
Montana Department of Natural Resources and  
Conservation, Area Manager

---

Date



Document Version History

Issue Date	Version	Comments
April 2025	Preliminary Draft	
May 2025	Final Draft	
July 2025	Final	



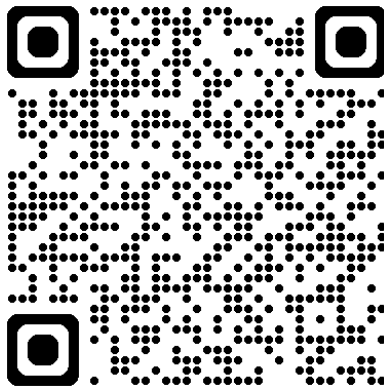
## Data Product Disclaimer

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The Yellowstone County Community Wildfire Protection Plan (CWPP) is a living document that is regularly updated as new information becomes available. The CWPP and additional information can be found on the Yellowstone County Disaster and Emergency Services webpage accessible via the link below or by scanning the QR code with your smart phone or device.

### Yellowstone County Disaster and Emergency Services

URL: <https://www.yellowstonecountymt.gov/des/>.



## Acknowledgments

The Yellowstone County Community Wildfire Protection Plan Core Team members would like to thank all who contributed their time and expertise towards the development of this critical planning document, including individuals from Yellowstone County Department of Emergency Services and other Yellowstone County officials and personnel, city government, Laurel Fire Department, Lockwood Fire Department, Blue Creek Volunteer Fire Department, Shepherd Volunteer Fire Department, Montana Department of Natural Resources and Conservation, U.S. Forest Service, Bureau of Land Management, Bureau of Indian Affairs, and many other engaged stakeholders and members of the public. These contributions were invaluable throughout the process and have created a well-rounded and effective document that will serve Yellowstone County for years to come.





## List of Acronyms

---

Acronym	Definition
BLM	Bureau of Land Management
cNVC	Conditional Net Value Change
CWPP	Community Wildfire Protection Plan
eNVC	Expected Net Value Change
EVT	Existing Vegetation Type
FLAME	Federal Land Assistance, Management, and Enhancement Act of 2009
GET	Ground Evacuation Time
GIS	Geographic Information System
HFRA	Healthy Forests Restoration Act of 2003
HIZ	Home Ignition Zone
HUC	Hydrologic Unit Code
HVRA	Highly Valued Resources and Assets
MT DNRC	Montana Department of Natural Resources and Conservation
MWRA	Montana Wildfire Risk Assessment
NEPA	National Environmental Policy Act
NFP	National Fire Plan
NWCG	National Wildfire Coordinating Group
PCL	Potential Control Location
ROS	Rate of Spread
SDI	Suppression Difficulty Index
USDA	United States Department of Agriculture
USFS SAB	U.S. Forest Service Strategic Analytics Branch
WUI	Wildland Urban Interface





## Yellowstone County Community Wildfire Protection Plan

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## Executive Summary

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This document constitutes an updated version of the 2006 Community Wildfire Protection Plan (CWPP) for Yellowstone County (the County). The Healthy Forests Restoration Act of 2003 (HFRA) encourages the development of CWPPs to help communities plan for, respond to, and recover from wildfire events. Since 2006, the County has changed dramatically, with increased population, more development, and increasing wildfire risk associated with higher fuel hazard and human ignitions.

This CWPP is a community-based plan focused on identifying and addressing the local threat of wildfire. This living document is updated as needed to use the best available information to characterize current conditions, identify resources and assets susceptible to wildfire, and identify and interpret wildfire risk throughout the County. Information regarding the CWPP can be found online at:

<https://www.yellowstonecountymt.gov/des/>

The successful development of the CWPP is the result of collaborative effort by an interdisciplinary CWPP “Core Team,” the public, and other stakeholders who submitted feedback during public meetings, public engagement opportunities, and a formal public comment process. This feedback has resulted in a comprehensive CWPP that encompasses a wide variety of perspectives and experience.

Notable components of this CWPP include: identification and clarification of the Wildland Urban Interface (WUI), prioritized areas for fuel reduction and other wildfire mitigations within the County, a detailed implementation plan and action table, and recommendations to reduce structural ignitability and wildfire risk.

These elements of the CWPP fulfill HFRA requirements and provide decision-makers and stakeholders with a useful and current tool to address the local risk of wildfire. This updated CWPP also facilitates access to funding that supports the implementation of eligible projects that reduce wildfire risk, increase wildfire response capacity, and provide public education regarding wildfires and associated risk.

The CWPP also summarizes the regulatory environment surrounding the development of a CWPP along with a characterization of the County including demographics, government structure, land use, and the fire environment.

The implementation plan developed for the CWPP consists of goals, objectives, strategies, and projects that align with federal, state, and local goals while also meeting the unique needs of the County. This implementation plan interfaces directly with a detailed action plan, consisting of individual projects collaboratively developed by the CWPP Core Team, the public, and stakeholders. The projects within the action plan are organized according to relative wildfire risk per fire district, which facilitates effective planning that aligns with resource allocation and existing planning frameworks.

The Yellowstone County CWPP is a comprehensive resource that characterizes current conditions and available resources, identifies and interprets wildfire risk, and provides next steps intended to mitigate that risk and provide the public with recommendations to reduce structural ignitability. The updated elements developed throughout this process also facilitate access to a variety of funding opportunities to implement the strategies and achieve the goals and objectives outlined within the CWPP.



## How to Use This Plan

The CWPP is meant to be read and used by both technical and general audiences and is organized to allow intuitive navigation to sections of particular interest while also maintaining logical flow throughout the document. The following overview provides a brief summary of the three sections of the CWPP.

### Section 1: Introduction and Background

This section provides relevant information characterizing Yellowstone County as it relates to topics addressed within Section 2 and Section 3 of the CWPP. Topics covered within this section relate to the purpose, need, and requirements of a CWPP document; the relationship of the CWPP to other active plans, policies, and regulations applicable to the County; and public engagement and collaboration.

### Section 2: Wildland Urban Interface & Risk Assessment

Section 2 contains a summary of baseline information for Yellowstone County, including government, land use, and demographics. The fire environment is also characterized, including descriptions of topography, hydrology, climate, vegetation, fuels, and fire history. This section also reviews wildfire risk assessment data across the County and provides context for interpretation. At risk and underserved communities are also characterized with respect to federal definitions as they relate to the CWPP process.

### Section 3: Implementation

This section explains how the CWPP integrates with the National Cohesive Strategy; outlines various resources for homeowners to reduce structural ignitability; characterizes the County's current capacity for wildfire response efforts; and provides a detailed action plan outlining applicable goals, objectives, strategies, and projects identified through the CWPP update process. This section also includes priority areas for wildfire risk reduction throughout the County.

### Virtual CWPP Resources

#### Online Story Map & More Information

<https://www.yellowstonecountymt.gov/des/>



## Section 1: Introduction and Background

### Community Wildfire Protection Plans

Following decades of fire suppression, changing climate, and subsequently increasing frequency of catastrophic wildfire events, lawmakers identified the need to equip individual communities with tools and funding to address the growing risks posed by wildfire. HFRA was enacted in 2003, outlining a basic process for at risk communities to do this by creating a CWPP. A CWPP is a planning document that assists communities in preparing for, responding to, and recovering from wildfire. CWPPs can vary widely across communities based on unique local needs and priorities. HFRA further encourages hazardous fuel management and community participation to reduce the risk of large wildfires and directs federal land management agencies to prioritize authorized hazardous fuel reduction projects that provide for the protection of at risk and/or underserved communities that implement CWPPs. Communities are encouraged to create CWPPs to plan for wildfire mitigation activities and tailor the plans to their unique environment.



**FIGURE 1 LAUREL FIRE & RESCUE  
FIREFIGHTERS AND AERIAL SUPPORT**

This document constitutes Yellowstone County's updated CWPP, which will guide planners, fire departments, citizens, and other stakeholders in preventing, responding to, recovering from, and living with wildfire. The newly published CWPP is required for the County to be eligible for millions of dollars of federal funding to implement projects that mitigate wildfire risk.

### CWPP Requirements

Though the content in CWPPs can vary based on the landscape, needs, and values of a given county, HFRA identifies four basic requirements for counties seeking federal funding. These requirements include:

- Collaboration,
- Prioritized fuel reduction,
- Recommendations to reduce structure ignitability, and
- Agreement on final CWPP contents by the local government, local fire departments, and the state entity responsible for forest management, such as the Montana Department of Natural Resources and Conservation (MT DNRC).

#### *Collaboration*

CWPPs must be developed through a collaborative process involving local and state representatives, federal agencies, and other interested parties. Ideally, this collaboration will engage a broad diversity of stakeholders to ensure the CWPP reflects the best local knowledge, receives broad community buy-in, and accounts for ongoing and planned future projects. The 2025 CWPP was developed collaboratively by an interdisciplinary "Core Team" of local county and city representatives, fire department representatives; wildfire response personnel; subject matter specialists; and state and federal agency representatives (Table 1).



### The Core Team

The Yellowstone County Core Team consists of an interdisciplinary group of individuals representing County and local government, local fire departments and districts, the MT DNRC, the Bureau of Land Management (BLM), and the Bureau of Indian Affairs (BIA), with support from DJ&A, a local environmental consulting firm. Table 1 provides an overview of these members and their roles and affiliations. Throughout the development of the CWPP, the core team met regularly to discuss important components of the plan and provide local input via virtual meetings and an in-person focused workshop held in Lockwood, MT on November 19, 2024.

**TABLE 1 CORE TEAM MEMBERS**

Name	Role/Affiliation
<b>Yellowstone County &amp; Local Government</b>	
Annemarie Overcast	DES Coordinator
Derek Yeager	DES Director, County Fire Chief, Fire Warden, Administrator (Rural Fire Protection Program)
<b>Local Fire</b>	
Branden Stevens	Fire Chief – Lockwood
Phil Ehlers	Fire Chief – Shepherd, Rural Fire Council President
JW Hopper	Fire Chief - Laurel
Munib Judas	Administrative Assistant to Laurel Fire Chief
Jackie Williams	Blue Creek Volunteer Fire Department
<b>MT DNRC</b>	
Carmen Borchelt	Community Preparedness & Fire Prevention Specialist
<b>Federal</b>	
David R. Day	BLM – Prescribed Fire Fuels Specialist
Isaac P. Wald	BLM – Prevention/CWPPs
Joe Morris	BIA – Fire Management Officer

### Prioritized Fuel Reduction

CWPPs must include prioritization of fuel reduction projects by identifying priority areas and treatment methods to protect at risk communities and essential infrastructure. Often, CWPPs will consider recent, ongoing, and planned future projects and will serve as an implementation plan for years to come. The 2025 CWPP provides spatial priority mapping for fuels reduction projects as well as other mitigations across the County through the use of delineated priority areas (see [Prioritization Process](#) and [Appendix C](#)). Recommended treatment methods are incorporated into the CWPP via the inclusion of strategies ([Appendix A](#)) and proposed projects within the Action Table ([Appendix B](#)).

### Reduce Structural Ignitability

CWPPs must recommend measures to reduce structural ignitability. Private citizens can implement these measures to prevent loss and damage to their property in the event of wildfire. The 2025 CWPP provides an overview of the concepts and recommendations useful for reducing structural ignitability in the [Fire Adapted Communities](#) and [Living with Fire](#) sections.



### Final Approval & Signatures

The CWPP must be approved and signed by the Yellowstone County commissioners, a local fire representative, and a MT DNRC representative. To highlight the level and breadth of agreement for the 2025 CWPP, the updated Yellowstone County CWPP has been approved and signed by these signatories.

### Timeline of the Community Wildfire Protection Plan Update Process

The update process was initiated in September of 2024 and concluded in July of 2025. The final CWPP was signed into effect by all signatories on **TBD** of 2025 (Table 2).

TABLE 2 COMMUNITY WILDFIRE PROTECTION PLAN UPDATE TIMELINE

Milestone/Event	Date
CWPP Process Begins	9/3/2024
CWPP Core Team Workshop	11/19/2024
Community Meetings	Lockwood: 2/11/2025 Laurel: 2/26/2025
Preliminary Draft CWPP	3/26/2025
Draft CWPP for Public Review	4/9/2025
Virtual Public Meeting	4/16/2025
Public Comment Period (30 days)	4/16/2025 – 5/16/2025
Final Draft CWPP	5/29/2025
Final CWPP Completed	6/13/2025
CWPP Signed into Effect	<b>TBD</b>

**Commented [AH1]:** Reminder - Update prior to creating PDF final, signed document with date of last signature.

**Commented [AH2]:** Reminder - Update

## Relationship to Other Plans, Policies, and Regulations

Conformance with relevant plans, policies, and regulations at federal, state, and local levels are important components of an effective CWPP. The 2025 CWPP conforms with the following plans, laws, and policies to maintain consistency and standardization.

### National

#### National Fire Plan

Established in 2000, the National Fire Plan (NFP) addresses five key points: firefighting, rehabilitation, hazardous fuel reduction, community assistance, and accountability. In order to implement actions related to these five key points, the NFP seeks to ensure sufficient firefighting resources for the future; rehabilitate and restore fire damaged ecosystems; reduce the amount of flammable fuels in forests, and established the Wildland Fire Leadership Council (DOI and USDA 2025). The National Fire Plan also encourages the creation of a CWPP. This 2025 CWPP aligns with the key points and actions of the NFP by enabling Yellowstone County to mitigate the risk of wildfire using resources available as a result of the NFP and in conformance with its key points.

#### Healthy Forests Restoration Act

The Healthy Forest Restoration Act of 2003 (P.L. 108-148) encourages hazardous fuel management and community participation to reduce the risk of large wildfires. HFRA directs federal land management agencies to prioritize authorized hazardous fuel reduction projects that provide for the protection of at risk communities that implement CWPPs and their watersheds. HFRA includes a definition for the WUI and provides standards or criteria for designating the WUI. It also provides flexibility for communities (and counties) to delineate the WUI based on their risk and needs. Communities are encouraged to create





CWPPs to plan for wildfire mitigation activities and tailor the plans to their unique environment. HFRA requires CWPPs to meet three requirements: collaboration, prioritized fuel reduction, and treatment of structural ignitability. Collaboratively developed CWPPs must also be approved by the local government, local fire department, and the state. This 2025 CWPP has been prepared in compliance with HFRA requirements and recommendations.

### ***Federal Land Assistance, Management, and Enhancement Act and The National Cohesive Strategy***

The Federal Land Assistance, Management, and Enhancement (FLAME) Act of 2009 (P.L. 111-88) establishes the need for hazardous fuel reduction funding and community wildfire risk assessments across the nation. The FLAME Act also created the National Cohesive Wildland Fire Management Strategy (National Cohesive Strategy) to manage wildland fire more effectively across the nation. The National Cohesive Strategy outlines three goals: to restore and maintain landscapes, create fire adapted communities, and improve wildfire response (Wildland Fire Leadership Council 2023; US DOI and USDA 2014; DOI and USDA 2014). This 2025 CWPP aligns with the three goals established by the National Cohesive Strategy (see [Section 3: Implementation](#)).

### **State**

#### ***Montana Forest Action Plan***

The Montana Forest Action Plan is a comprehensive plan for Montana's forests that is comprised of an assessment of forest conditions, priority areas for focused attention, and goals and strategies for improving forests. The plan also prioritizes the revision of CWPPs through the "Foster Fire-Adapted Communities" strategy (Montana Forest Action Advisory Council 2020).

### **Local**

The CWPP is intended to supplement existing plans by providing focused information regarding wildfire risk and recommendations to reduce it. Local planning documents contain important information about the community that, when incorporated into the CWPP process, facilitates a document that accurately reflects the unique needs and priorities of the community.

#### ***Yellowstone County***

- Yellowstone County Multi Hazard Mitigation Plan
- Yellowstone County Emergency Operations Plan
- Yellowstone County Disaster & Emergency Services Strategic Plan

#### ***Community & Neighborhood Plans***

- Broadview Community Plans
- Shepherd Community Plan
- Billings Heights Neighborhood Plan
- Central Terry Park Neighborhood Plan
- Highland Neighborhood Plan
- North Elevation Neighborhood Plan
- North Park Neighborhood Plan
- Northwest Shiloh Plan
- Northwest Shiloh Infrastructure Map
- South Side Neighborhood Plan
- South Billings Blvd. Urban Renewal Plan
- South Billings Urban Renewal District Master Plan
- South Side Neighborhood Plan
- West Billings Plan
- West Billings Flood Mitigation & Groundwater Recharge Study



*Development Policy*

- 2008 Yellowstone County/City of Billings Growth Policy
- 2016 City of Billings Growth Policy
- 2016 Lockwood Growth Policy
- Infill Development Policy

*Zoning & Building Regulations*

- Billings Zoning Regulations
- Yellowstone County Zoning Regulations
- Yellowstone County Subdivision Regulations (Draft October 2024)

*Agency*

- NRCS Yellowstone County Long Range Plan
- BLM Billings Field Office RMP
- US DOI Bureau of Indian Affairs – Crow Agency Fire Management Plan

## Public Engagement and Collaboration

The CWPP update process began in September 2024 and continued for approximately one year, consisting of public engagement efforts such as building a representative CWPP Core Team, developing a public ArcGIS Story Map, creating a central online location for CWPP information, soliciting stakeholder feedback, and providing CWPP information and opportunities for engagement through social media, press, and public meetings. Public engagement efforts provided multiple opportunities for public engagement, both virtually and in-person, to ensure the inclusion of all interested stakeholders (Table 2). Two in-person public meetings were held in Lockwood and Laurel on February 11<sup>th</sup> and 26<sup>th</sup>, respectively. A public survey form was posted to the CWPP Story Map to solicit any comments or suggestions from the public, and all submitted comments were reviewed and incorporated into the CWPP if substantive. The draft CWPP was made available to the public during a 30-day public comment period. Substantive public comments were incorporated into the final CWPP.

The core team also solicited feedback from local fire responders through a targeted survey. The purpose of this survey was to build upon local knowledge and identify key mitigation strategies to reduce wildfire risk within Yellowstone County, improve wildfire response, and promote fire-adapted communities. Responses to this survey also helped inform the delineation of spatial priority areas within the County (see [Prioritization Process](#)).



## Summary of Updates to the CWPP

Core features of the Yellowstone County 2025 CWPP include an updated WUI boundary and delineation, consideration of new quantitative wildfire risk assessment data and current conditions throughout Yellowstone County, and spatial prioritization mapping. Yellowstone County looks very different today than it did 19 years ago when the previous plan was written. In that time, a plethora of tools and resources related to identifying, interpreting, and mitigating wildfire risk have become available. The 2025 CWPP accounts for these changes and opens new doors to access grant funding and implement risk reduction projects that protect lives, property, critical infrastructure, and other high-value resources not accounted for in the previous CWPP.

When updating the WUI and CWPP, the interdisciplinary team used newly available science to inform the decision-making process and prioritize future projects. In 2020, DNRC released the Montana Wildfire Risk Assessment (MWRA), which uses the best available science to evaluate current wildfire risk across the entire state (DNRC 2020). Importantly, it accounts for developments and changing conditions that occurred since the original CWPP was published, including increasing residential development within wildland areas and changing landscapes. The MWRA also provides information regarding potential wildfire risk for areas that may be developed in the future. The data generated by the MWRA are an invaluable resource for identifying and interpreting wildfire risk, the susceptibility of resources to fire damage, and more. This tool was integral to the development of a modern and effective CWPP that protects local communities by accurately characterizing wildfire risk throughout Yellowstone County.

Priority areas for fuels reduction and other mitigations were developed through meticulous review of available wildfire risk data and discussions with the core team. Spatial priority areas represent locations where specific fuels reduction treatments or other mitigations (i.e., public education campaigns, equipment purchases) could be implemented to have the greatest amount of impact. Proposed projects occurring within these areas and beyond are further prioritized according to project elements that contribute to the ultimate success of a given project, such as funding availability and efficacy of the treatment (see [Prioritization Process](#)). This prioritization framework helps unlock federal funding that is only available to counties with updated CWPPs and prioritized projects. Prioritization also facilitates effective decision-making. By integrating the best available science, evaluating current conditions, and prioritizing projects, the 2025 CWPP is a user-friendly, informative, and effective planning document for local decision-makers and County residents.



## Section 2: Wildland Urban Interface & Risk Assessment

### 2.1. Wildland Fire and Yellowstone County

#### County Overview

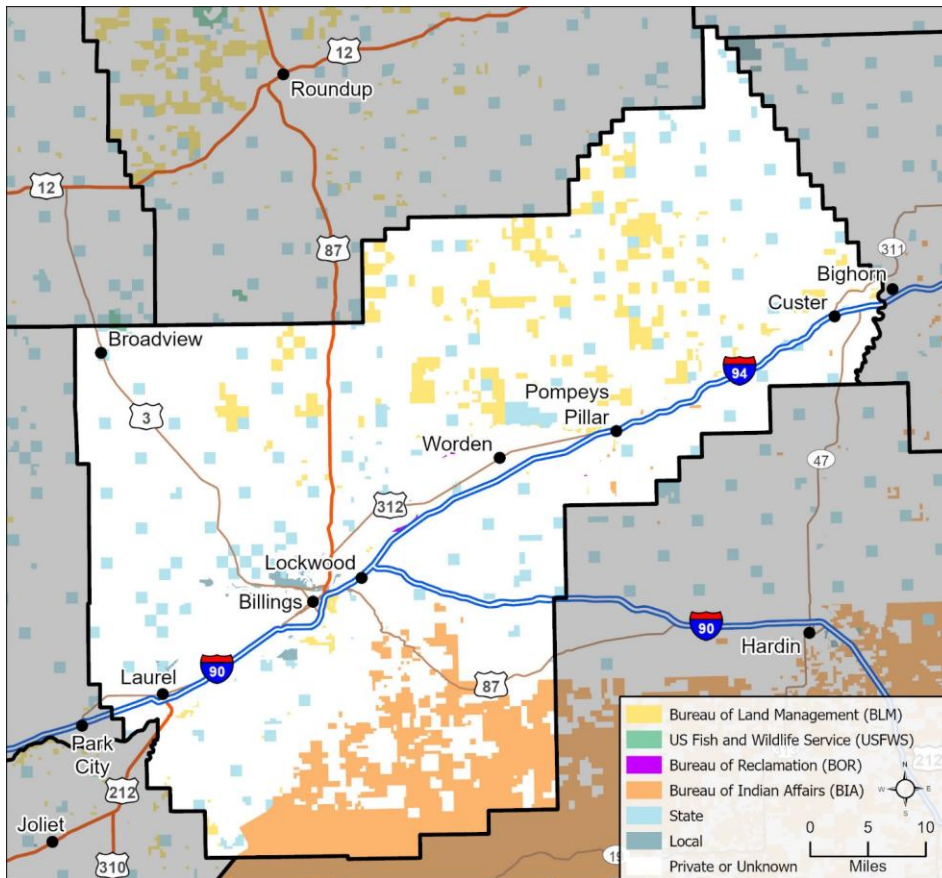
Located in south central Montana, Yellowstone County is bordered by Musselshell County to the north, Rosebud and Treasure Counties to the east, Big Horn and Carbon counties to the south, and Stillwater and Golden Valley Counties to the west. The Yellowstone River roughly bisects the county flowing from southwest to northeast.

Totalling 2,666 square miles, Yellowstone County contains a mix of private and public land ownership, with a vast majority of the land across the county under private ownership (Table 3). About 9,600 acres of the Crow Reservation are located in Yellowstone County to the southwest, with BIA-administered lands present throughout. Areas of BLM-administered land are interspersed throughout the northern portion of the County with areas of state-owned and private lands.

Privately-owned lands represent 81.0% of the county's area with the remainder consisting mainly of federal and state lands, comprising 13.4%, and 4.5% of the County, respectively (Headwaters Economics 2025). Of the federal lands within Yellowstone County, the majority are administered by the BIA. (Figure 2).

**TABLE 3 LAND OWNERSHIP IN YELLOWSTONE COUNTY**

Surface Owner	Area (acres)	Percentage of Yellowstone County
Private	1,371,854	81.0%
BIA	149,148	8.8%
BLM	77,457	4.6%
State	76,847	4.5%
Undetermined (water)	12,790	0.8%
Local Government	4,748	0.3%
FWS	462	0.0%
USBR	528	0.0%
<b>Total</b>	<b>1,693,835</b>	<b>100.0%</b>



**FIGURE 2 YELLOWSTONE COUNTY LAND OWNERSHIP**

### Land Use

Much of Yellowstone County is characterized by rolling plains, streams, and rivers, with a small portion of the Bull Mountains in the north, and urban areas located primarily within and around Billings. Transportation corridors intersect Yellowstone County, consisting of Interstate 90 (I-90), Interstate 94 (I-94), and state Highways including 87, 312, and 3. The CA road located northeast of Shepherd is a well-traveled county route that intersects large parcels of BLM-administered lands.

Rural areas support extensive agriculture such as cattle ranching, livestock production, and dryland farmed crops including wheat and legumes, as well as hay, sugar beets, barley and other crop production in lowland areas with access to irrigation water (Billings Chamber of Commerce 2025). Recreation opportunities abound in the Rimrocks near Billings, including rock climbing, and miles of mountain biking and hiking trails. Central to the county, the Yellowstone River offers canoeing, kayaking, and fishing as well as habitat for diverse wildlife species.



### Critical Infrastructure

Within Yellowstone County, critical infrastructure was identified through the Homeland Infrastructure Foundation-Level Database (U.S. Department of Homeland Security 2023). Types of critical infrastructure within the County include:

- Airports
- Communications sites
- Major transportation routes and facilities
- Pipelines
- Railroad lines and yards
- Transmission lines and utility infrastructure
- Water/wastewater facilities
- Water distribution lines

### Demographics

As of 2020, the total population of Yellowstone County was 164,731 (U.S. Census Bureau 2020) making it the most populous county in Montana. Most of this population is concentrated within the state's largest city of Billings, at 114,532 in 2020 (U.S. Census Bureau 2020). As the county seat, Billings is a major retail and wholesale trade, financial, energy, transportation, and medical center. Yellowstone County has experienced steady growth over the past decade, increasing by 11.3% from 2010 to 2020, attributable primarily to migration from outside the county (Headwaters Economics 2025). Many workers commute from outside the county, resulting in a net outflow of earnings. The poverty rate of Yellowstone County is slightly below the national average.

**TABLE 4 SUMMARY OF SELECTED DEMOGRAPHIC METRICS FOR YELLOWSTONE COUNTY, MT**

U.S. Census Bureau Metric	Value
Population	
Population estimates, July 1, 2023, (V2023)	170,843
Population estimates base, April 1, 2020, (V2023)	164,722
Population, percent change - April 1, 2020 (estimates base) to July 1, 2023, (V2023)	3.7%
Population, Census, April 1, 2020	164,731
Population, Census, April 1, 2010	147,972
Age and Sex	
Persons under 5 years, percent	5.5%
Persons under 18 years, percent	22.7%
Persons 65 years and over, percent	18.6%
Female persons, percent	50.4%
Race and Hispanic Origin	
White alone, percent	89.7%
White alone, not Hispanic or Latino, percent	84.6%
Hispanic or Latino, percent	6.8%



U.S. Census Bureau Metric	Value
Asian alone, percent	0.9%
Two or More Races, percent	3.3%
Black or African American alone, percent	0.7%
American Indian and Alaska Native alone, percent	5.4%
Native Hawaiian and Other Pacific Islander alone, percent	0.1%
Housing	
Housing Units, July 1, 2023, (V2023)	75,508
Owner-occupied housing unit rate, 2019-2023	69.3%
Median value of owner-occupied housing units, 2019-2023	\$317,600
Median selected monthly owner costs -with a mortgage, 2019-2023	\$1,770
Median selected monthly owner costs -without a mortgage, 2019-2023	\$615
Median gross rent, 2019-2023	\$1,084
Building Permits, 2023	290
Families & Living Arrangements	
Households, 2019-2023	69,272
Persons per household, 2019-2023	2.37
Living in same house 1 year ago, percent of persons age 1 year+, 2019-2023	84.4%
Language other than English spoken at home, percent of persons age 5 years+, 2019-2023	3.5%
Households with a computer, percent, 2019-2023	95.4%
Households with a broadband Internet subscription, percent, 2019-2023	90.9%
Health	
With a disability, under age 65 years, percent, 2019-2023	9.4%
Persons without health insurance, under age 65 years, percent	9.2%
Income & Poverty	
Median household income (in 2022 dollars), 2019-2023	\$74,400
Per capita income in past 12 months (in 2022 dollars), 2019-2023	\$42,894
Persons in poverty, percent	9.9%

### Fire Environment

Evaluating factors that influence fire behavior and activity is a critical component of an effective CWPP and serves to provide a characterization of the fire environment within Yellowstone County. Fire behavior



is influenced by physical characteristics that vary across the landscape such as topography, hydrology, climate, and vegetation. These characteristics, combined with ignition sources, constitute the fire environment.

### **Topography & Hydrology**

Physical characteristics such as elevation, topography, and slope angle influence fire behavior on the landscape. A thorough understanding of these components informs effective and proactive fire management and fire suppression.

Slope angle is a topographic characteristic that influences fire behavior, with steeper slopes generally encouraging faster rates of spread by bridging the gap between fuels and flame. Research indicates that a slope of 25 degrees or steeper can significantly increase rates of fire spread (Butler, Anderson, and Catchpole 2007). Steeper slopes can also increase risk to firefighting personnel and reduce options for fuels treatments due to difficulty accessing and operating in rugged terrain. Ridgelines associated with steep slopes can also facilitate the spread of fire via wind-driven embers and firebrands (NWCG 2021). There are only small areas with this type of terrain in Yellowstone County (10%); most of the County's terrain (90%) has a slope angle below 25 degrees (USGS 2023). Elevations in most of Yellowstone County range moderately from around 3,000 feet along the Yellowstone River and Billings to 4,000 feet in the hillier part of the County. A portion of the Bull Mountains extends into the northern edge of Yellowstone County, contributing areas of more rugged terrain and reaching elevations of 4,700 feet.

Yellowstone County is characterized by the broad, flat Yellowstone River valley running from southwest to northeast. Many levels of flat-topped alluvial terraces are present from historic higher river levels, as well as evidence of historical river migration and braided channels. The largest streams in Yellowstone County include Pryor Creek and Fly Creek, and many smaller tributaries also flow into the Yellowstone River (USGS 2025). The majority of Yellowstone County is a part of the Upper Yellowstone sub-region (Hydrologic Unit Code [HUC] 1007) with a very small portion of the eastern side supplying the Lower Yellowstone sub-region (HUC 1010). The county contributes to the Pryor (HUC 10070008), and Upper Yellowstone-Pompeys Pillar (HUC 10070007) sub-basins (Seaber 1987).

### **Climate**

The majority of Yellowstone County consists of the Köppen-Geiger Climate class "BSk" (cold semi-arid), with very small patches of "Dfb" (humid continental mild summer, wet all year) located to the south edge of the county (Beck et al. 2018). Average monthly temperatures between 1991-2020 across the County range from 25.14°F (January) to 71.44°F (July), with average minimum and maximum temperatures between 13.72°F (January) and 87.18°F (July) (PRISM Climate Group 2024). Precipitation is highest in May (2.552") and lowest in January (0.498") (Figure 3).

The prevailing winds in Yellowstone County primarily come from the southwest, driven by the Pacific westerlies that dominate much of Montana (WRCC 2025). Typical wind speeds throughout Yellowstone County range from 10 to 15 mph, though stronger gusts are common, with winter being the windiest season (NRIS 2004). Fire season in Yellowstone County is typically from May to September, with most fire activity occurring in the summer months when fuels are driest (Innes 2018).



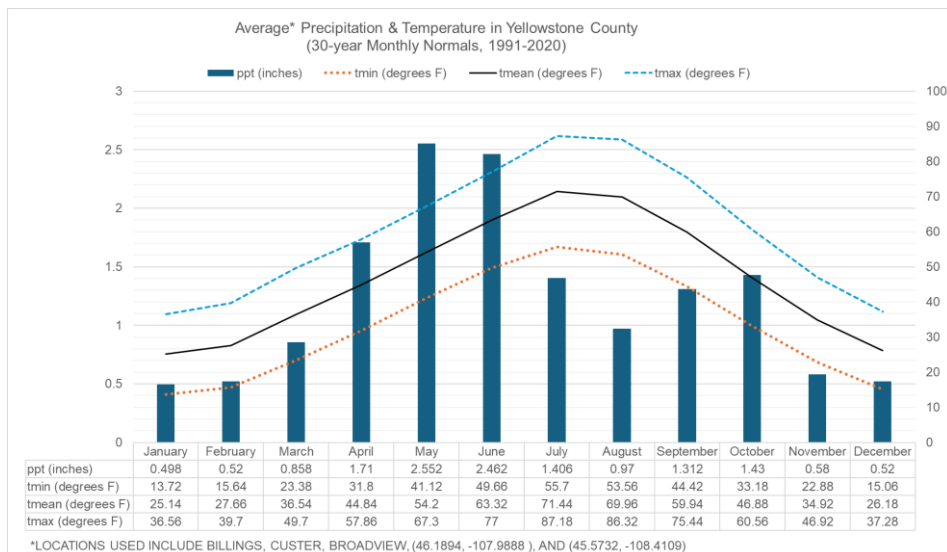


FIGURE 3 YELLOWSTONE COUNTY SEASONAL CLIMATE

### Vegetation

In the context of fire management, characterizing the type and extent of varying vegetation communities within the planning area is essential to understand how fire interacts with the landscape. The species, structure, and coverage of different vegetation types directly influences fire behavior and resultant intensity and severity. Vegetation in Yellowstone County is described using the LANDFIRE Existing Vegetation Type (EVT) model, which describes groups of terrestrial plant community types that co-occur within landscapes with similar ecological processes, substrates, and/or environmental gradients (LANDFIRE 2023). These models are developed through a combination of spatial data sources including field data, satellite imagery, topographic characteristics, and modelling.

Yellowstone County is represented by 54 EVT models, with six models representing the most land area (LANDFIRE 2023). Existing Vegetation Type models that cover less than 5% land area, or represent non burnable areas such as rock, scree, and urban pavement are included as "Other." The five most prevalent vegetation types in Yellowstone County are listed in Table 4 and described in detail below.



TABLE 4 EXISTING VEGETATION TYPE IN YELLOWSTONE COUNTY

LANDFIRE Existing Vegetation Type (EVT)	Area (acres)	Percentage of Yellowstone County
Inter-Mountain Basins Big Sagebrush Steppe	505,757	30%
Northwestern Great Plains Mixedgrass Prairie	454,001	27%
Western Cool Temperate Wheat	117,879	7%
Western Cool Temperate Close Grown Crop	96,455	6%
Northwestern Great Plains-Black Hills Ponderosa Pine Woodland and Savanna	85,810	5%
Other	433,933	26%
<b>Total</b>	<b>1,693,835</b>	<b>100%</b>

<sup>1</sup> Models representing less than 5% of the land area or non-burnable fuels are classified as 'Other'.

### Inter-Mountain Basins Big Sagebrush Steppe

Inter-Mountain Basins Big Sagebrush Steppe is the most common EVT present in Yellowstone County, representing 30% of the total County area (Table 4). It is made up of mostly grasses, forbs and shrubs. Big sagebrush (*Artemisia tridentata* spp.) and western wheatgrass (*Pascopyrum smithii*) are dominant species (Kittel, Reid, and Schulz 2015). Thread-leaf sedge (*Carex filifolia*) and needleleaf sedge (*Carex duriuscula*) are also present (Kittel, Reid, and Schulz 2015). Only LANDFIRE models provide information on fire frequency in mountain big sagebrush communities in all 21 ecoregions. These models estimate mean fire intervals for mountain big sagebrush Biophysical Settings that range from 20 years in parts of the Columbia Plateau, Blue Mountains, Eastern Cascades Slopes and Foothills, and Northern Basin and Range to 80 years in the Wyoming Basin (Innes 2018). Most shrub species present in this EVT are vulnerable to fire and do not readily resprout, resulting in lengthy recovery times up to 100 years for some sagebrush species (Kittel, Reid, and Schulz 2015). Fire regimes across this EVT are highly variable due to its occurrence across a wide range of environmental settings. Periodic low intensity fire activity can result in positive impacts for herbaceous plant species by reducing overall sagebrush (*Artemisia* spp.) cover. Under natural conditions, this EVT maintains a mosaic of successional stages that support a high diversity of plant and wildlife species. The contemporary fire regime suggests that the overall frequency of fire is reduced, but the frequency of large, high severity fires has increased (Kittel, Reid, and Schulz 2015). Human activities such as grazing and land development, along with the prolific increase in invasive annual grasses such as cheatgrass (*Bromus tectorum*) have resulted in a shift from the historical fire regime. Woody encroachment is also a concern in Mountain Big sagebrush systems due to fire exclusion, as fire historically killed encroaching conifers (Kittel, Reid, and Schulz 2015). Woody encroachment increases the size, continuity, and abundance of surface fuels, contributing to larger, more severe wildfires.



### Northwestern Great Plains Mixedgrass Prairie

Northwestern Great Plains Mixedgrass Prairie, in which grasses and forbs dominate, is the second largest EVT present in Yellowstone County, representing 27% of the total County area (Table 4). Western wheatgrass (*Pascopyrum smithii*), green needlegrass (*Nassella viridula*), needle-and-thread (*Hesperostipa comata*), blue grama (*Bouteloua gracilis*), and fescue (*Festuca* ssp.) are important species in this EVT (Menard and Kindscher 2015). This EVT has historically had low severity, patchy fires due to natural fire breaks in topography with a fire return interval of 8 –12 years. Fire, grazing, and drought are the primary drivers of dynamic processes in this system. However, human activities such as fire suppression and land development, along with the prolific increase in invasive species such as cheatgrass, have resulted in a shift from the historical fire regime. Woody encroachment due to fire suppression, such as an increase in sagebrush or ponderosa pine (*Pinus ponderosa*), increases the size, continuity, and abundance of surface fuels, contributing to larger wildfires in this EVT (Menard and Kindscher 2015).

### Western Cool Temperate Wheat

Western Cool Temperate Wheat represents 7% of Yellowstone County, making it the third largest EVT in the County (Table 4). This EVT is comprised of agricultural lands cultivating temperate wheat crops. In Yellowstone County, wheat production primarily consists of winter wheat varieties, with a smaller amount of spring wheat. The dryland farming practices within Yellowstone County encompass temperate wheat production (NRCS 2021). Resulting crop yields create an abundant supply of continuous fuels with extremely low fuel moisture, increasing wildfire risk. Harvesting in late summer and early fall also poses a risk via increased ignition potential during the hottest and driest time of year.

### Western Cool Temperate Close Grown Crop

Western Cool Temperate Close Grown Crop is the fourth most common EVT present in Yellowstone County, representing 6% of the total County area (Table 4). This EVT is made up of agricultural lands consisting of crops such as wheat, barley, and dry peas that are typically broadcast or drill-seeded (NRCS 2015). Most agricultural lands in Yellowstone County practice dryland farming without extensive irrigation (NRCS 2021). Resulting crop yields create an abundant supply of continuous fuels with extremely low fuel moisture, increasing wildfire risk. Harvesting in late summer and early fall also poses a risk via increased ignition potential during the hottest and driest time of year.

### Northwestern Great Plains-Black Hills Ponderosa Pine Woodland and Savanna

Northwestern Great Plains-Black Hills Ponderosa Pine Woodland and Savanna represents 5% of Yellowstone County, as the fifth largest EVT in the County (Table 4). These are physiognomically variable woodlands, ranging from very sparse patches of trees on drier, rock outcrop sites to nearly closed-canopy forest stands on north slopes or in draws where available soil moisture is higher. This group is primarily dominated by *Pinus ponderosa* (Ponderosa pine) but may include a sparse to relatively dense subcanopy of *Juniperus scopulorum* (Rocky Mountain juniper) with just a few scattered trees. Grassy or shrubby understories may also be present in this group. Historical mean fire-return intervals (MFRIs) reported for low severity surface fires ranged from 5 to 33 years in Black Hills ponderosa pine communities (USFS 2017). Low- to moderate-severity surface fires occurred at approximately 11- to 27-year intervals, and infrequent high-severity fires occurred at intervals exceeding 100 years (USFS 2017). Fire type and severity have changed since Euro-American settlement due to fire exclusion and subsequent increased fuels and forest density. Researchers suggest that in ponderosa pine forests similar to those of the Mount Rushmore National Memorial, the dominant fire type has shifted from surface to crown fire during the period of fire exclusion from the late 19th to early 21st centuries (USFS 2017).



### **Fuels**

In the context of fire, fuels are defined as any combustible vegetative material and are a primary driver of fire behavior. Fuel models are used to predict fire behavior based on specific fuelbed characteristics such as size, quantity, density, moisture content, and composition. United States Department of Agriculture (USDA) Standard Fire Behavior Fuel Models are a comprehensive set of models used to define and quantify fuel types, and their impacts on fire behavior fuel models correspond to predicted fire behavior and effects through variables such as spread rate or Rate of Spread (ROS) and flame length, which influence fire intensity (Scott and Burgan 2005).

Yellowstone County is represented by 22 total fuel models, though only five account for 94.14% of the County: GR2, GS2, NB3, NB1, and GS1 (Table 5) (LANDFIRE 2023). A brief summary of each of these five fuel models is described below (Scott and Burgan 2005).

#### **GR2 - Low Load, Dry Climate Grass (Dynamic)**

GR2 fuels comprise 41.18% of the County and consist of moderately coarse, grassy fuels with moderate continuity. Shrubs may be present within this fuel model, but they do not contribute significantly to fire behavior. These fuels are highly influenced by precipitation and have a low moisture of extinction (15%), which is the fuel moisture content at which combustion cannot be sustained independently (Scott and Burgan 2005). The rate of spread for this fuel model is high with moderate flame lengths.

#### **GS2 - Moderate Load, Dry Climate Grass-Shrub (Dynamic)**

The GS2 fuel model comprises 30.50% of the County and consists of moderate grass loads and shrubs between one and three feet high. This fuel model has a high spread rate, moderate flame length, and low moisture of extinction (15%).

#### **NB3 – Agricultural Field**

This “nonburnable” fuel model consists of agricultural lands maintained in such a state that they are not conducive to the spread of wildfire. In the context of fire behavior and modeling, these fuel models are assumed to have no fire activity. Often, lands mapped as NB3 may be maintained in burnable conditions, in which case, a different fuel model may be assigned (see [Nonburnable Fuels](#)). This fuel model comprises 16.03% of the County.

#### **NB1 – Urban/Suburban**

This “nonburnable” fuel model comprises 3.45% of the County and consists of lands covered by human development. Areas classified as NB1 must not support any amount of wildfire spread through vegetation, though structure ignition from house to house or by firebrands could

#### **GS1 - Low Load, Dry Climate Grass-Shrub**

Smaller component fuel models in the country include the GS1 and NB3 models (LANDFIRE 2023). The GS1 model is characterized as a “” system with a moderate spread rate and low flame length (Scott and Burgan 2005). GS1 fuels represent 3% of Yellowstone County.

### **Nonburnable Fuels**

Four fuel models are characterized as “non-burnable (NB)” and comprise 20.81% of the County. Though identified as non-burnable, these fuel models can contain lands which become burnable given the presence of certain conditions. The fuel model NB3 represents agricultural lands and assumes that said lands are maintained in a non-burnable condition (i.e., irrigation, mowed or tilled orchards) (Scott 2005). In the County, NB3, makes up 16.03% of the total area and represents agricultural lands that are largely un-irrigated, such as hay pastures and wheat fields (see [Land Use](#)). Due to the lack of irrigation and dryland farming practices, these areas can readily conduct wildfire and should not be considered non-burnable (Cruz et al. 2020). Areas classified under NB1 are assumed to lack sufficient flammable



vegetation to conduct wildfire throughout the area, but if sufficient flammable vegetation is present, these areas are more accurately evaluated using a burnable fuel model that reflects the fuels present.

TABLE 5 FUEL MODEL ACREAGE IN YELLOWSTONE COUNTY

Fuel Model (Scott and Burgan 2005)	Area (acres)	Percentage of Yellowstone County
GR2 – Low Load, Dry Climate Grass	697,470	41.18%
GS2 – Moderate Load, Dry Climate Grass-Shrub	516,585	30.50%
NB3 – Agricultural Field (non-burnable condition) <sup>2</sup>	271,559	16.03%
NB1 – Urban/Suburban <sup>2</sup>	58,390	3.45%
GS1 – Low Load, Dry Climate Grass - Shrub	50,517	2.98%
Other	429,262	25.3%
Total	1,693,835	100%

<sup>1</sup> Models representing less than 2% of land area are classified as 'Other'.

<sup>2</sup> Fuel models characterized as "non-burnable" may include lands which become burnable under certain conditions. When such areas are shown to maintain conditions conducive to wildfire spread, a burnable fuel model should be assigned.

### Fire History

Understanding fire history is an important component to interpreting current fire activity and preparing for future wildfires. There have been 1,051 recorded wildfires from 2014 to early 2025 in Yellowstone County (Table 6), burning a total of 54,206 acres. Of these wildfire ignition points, roughly 50% can be attributed to human causes, 41% remain undetermined/unknown, and 8% to natural causes such as lightning (Wildland Fire Interagency Geospatial Services Group 2023). Changing climatic conditions and fire suppression policies have interrupted the natural fire regime across the western United States, leading to longer fire seasons, more severe fires, and a build-up of fuels.



TABLE 6 YELLOWSTONE COUNTY WILDFIRE INCIDENTS AND CAUSE

Year	Human	Natural	Unknown <sup>1</sup>	Total
2014	5	0	10	15
2015	5	4	29	38
2016	6	6	30	42
2017	67	7	68	142
2018	10	9	8	27
2019	85	13	10	108
2020	18	9	83	110
2021	67	8	71	146
2022	62	11	49	122
2023	91	4	30	125
2024	105	15	48	168
2025 <sup>2</sup>	6	0	2	8
Total	527	86	438	1051

<sup>1</sup> Includes fire cause "NULL" and "Undetermined"

<sup>2</sup> 01/01/2025– 03/17/2025

Between 1984 and 2024, over 335,475 acres burned in large wildfires within the County (Figure 4). Notable peaks in 1984, 2006, 2008, and 2021 far exceeded baseline levels of total annual acreage burned (Figure 4). Previously burned areas within the County are concentrated in the northeast, an area largely comprised of BLM-administered lands (Figure 5). Scattered, smaller wildfires have also occurred throughout central and southern portions of the County.

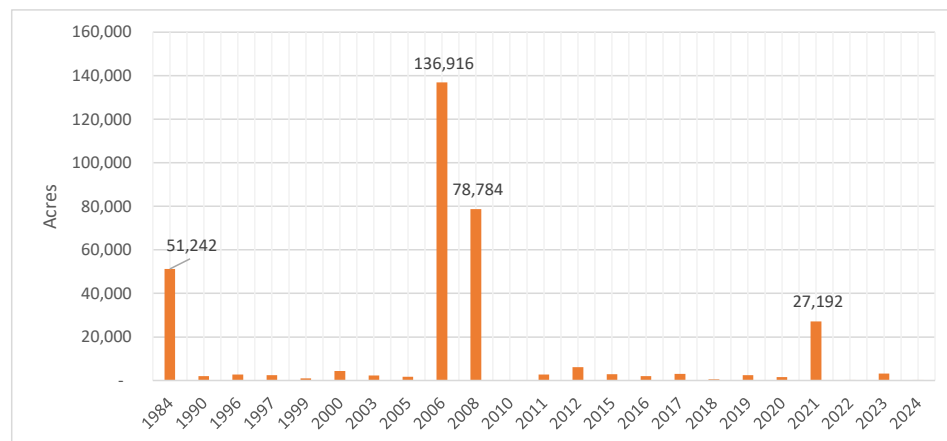


FIGURE 4 FIRE ACRES BURNED 1984 TO 2024

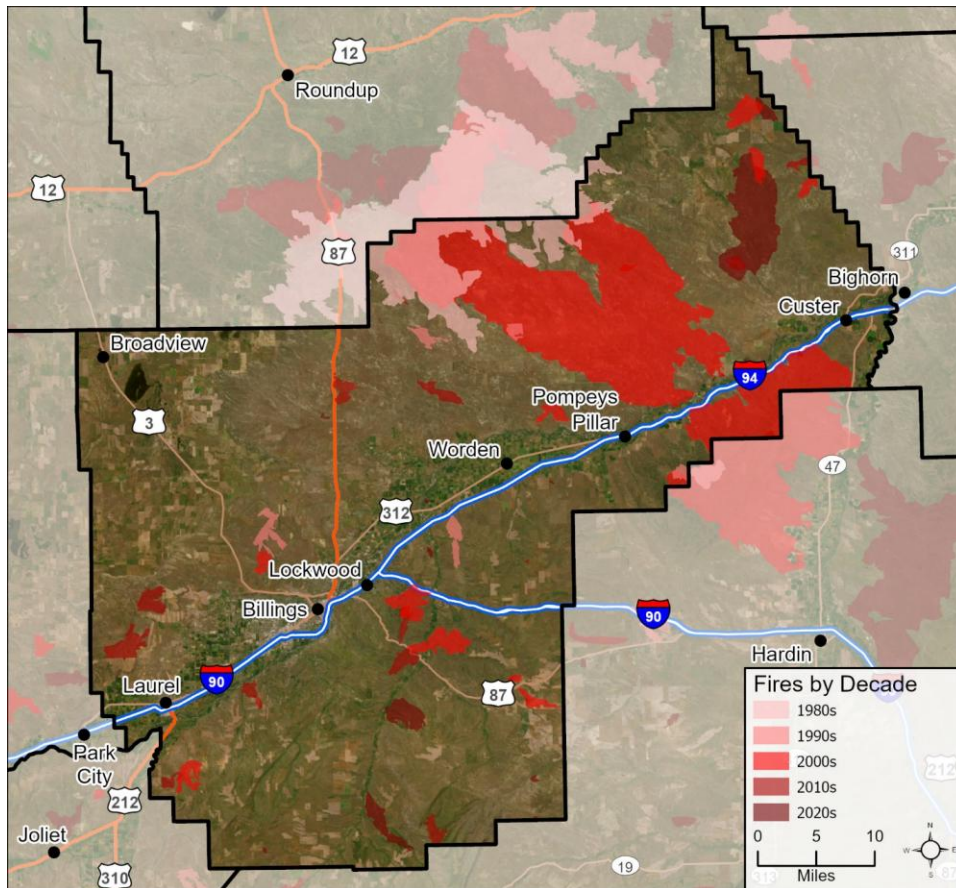


FIGURE 5 YELLOWSTONE COUNTY FIRES BY DECADE



## 2.2. The Wildland Urban Interface

### WUI Overview

The concept of the WUI has a variety of definitions ranging widely in detail and extent according to federal, state, and local sources. At its simplest, the WUI has been described as the area where wildland fuels meet human development, representing an area of increased risk to life, property, and infrastructure. However, the definition of the WUI has evolved in various ways to encompass local community characteristics and values as well as the need for consistent, mappable criteria. The WUI is defined in HFRA as:

- “(A) an area within or adjacent to an at risk community that is identified in recommendations to the Secretary in a community wildfire protection plan; or
- (B) in the case of any area for which a community wildfire protection plan is not in effect—
  - (i) an area extending 1/2-mile from the boundary of an at risk community;
  - (ii) an area within 1 1/2 miles of the boundary of an at risk community, including any land that—
    - (I) has a sustained steep slope that creates the potential for wildfire behavior endangering the at risk community;
    - (II) has a geographic feature that aids in creating an effective fire break, such as a road or ridge top; or
    - (III) is in condition class 3, as documented by the Secretary in the project-specific environmental analysis; and
  - (iii) an area that is adjacent to an evacuation route for an at risk community that the Secretary determines, in cooperation with the at risk community, requires hazardous fuel reduction to provide safer evacuation from the at risk community.”

In recent years, the definition of the WUI has been at the forefront of various legal challenges as it relates to federal agencies' use of streamlined National Environmental Policy Act (NEPA) processes or Categorical Exclusions permitted through HFRA and other legislation such as the 2014 Farm Bill and 2018 Omnibus Bill<sup>1,2</sup>. The precedent set by such cases suggests that communities define the WUI according to HFRA requirements, with deviations from this definition clearly justified within the CWPP. These cases have also acknowledged the right of a community to extend the boundaries of the WUI beyond the HFRA WUI requirements to meet their needs, though such deviations must be clearly justified.

Defining and delineating the WUI serves to ensure that areas with increased risk to life, property, and infrastructure are appropriately accounted for during decision-making processes. The delineation of the WUI also facilitates access to funding for projects intended to reduce that risk. Per HFRA recommendations, Yellowstone County has updated the WUI to encompass the unique needs of the community and meet the definition of the WUI as defined by HFRA.

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<sup>1</sup> The 2014 Farm Bill establishes an Insect and Disease Categorical Exclusion (CE) for projects within the WUI or in Condition Class 2 or Fire Regime Group I, II, or III outside of the WUI.

<sup>2</sup> The 2018 Omnibus Bill establishes a CE for hazardous fuels within the WUI or for areas with very high wildfire hazard potential that are Condition Class 2 or Fire Regime Group I, II, or III





## WUI Components

The updated Yellowstone County WUI is comprised of the 'Functional WUI' data layer developed by MT DNRC and Pyrologix, LLC. and additional components determined by the Core Team during the CWPP update process (DNRC 2020). [Appendix C](#) displays the combined extent of the updated WUI in Yellowstone County. Components of the Yellowstone County WUI are described below and summarized in [Appendix E](#).

### **MT DNRC Functional WUI**

The MT DNRC Functional WUI is a 30-meter resolution raster dataset that maps the WUI where structures meet, or intermingle with, undeveloped wildland vegetation (i.e., burnable land cover greater than 200 meters from a building centroid). This data layer provides a starting point for WUI designation within a county. Per state statute MCA 76-13-145, the official WUI designation for each county is determined through the completion and/or update of a CWPP. This layer consists of data obtained from the "Structures & Addresses Framework" dataset from the Montana State Library Geographic Information System (GIS) Clearinghouse and fuels information from the calibrated LANDFIRE 2016 Remap (LF 2.0.0) FM40 layer. Land with structures within 200 meters of a building centroid was classified as Direct, Indirect, or Limited Exposure WUI.

- **"Direct Exposure"** WUI is burnable<sup>3</sup> wildland that contains or is near a structure located on or surrounded by burnable land cover. Directly exposed structures could benefit from both the hardening of the structure to resist ignition and the reduction of fuel in the home ignition zone to reduce the structure's exposure to heat and embers.
- **"Indirect"** Exposure WUI is nonburnable land that contains or is near a structure and is within 900 m of burnable land cover (Caggiano et al. 2020). Indirectly exposed structures could benefit from the hardening of the structure to resist ignition from embers and nearby structures.
- **"Limited Exposure"** WUI is nonburnable land that contains a structure but is greater than 900 m from burnable land cover.
- **"Critical Fireshed"** is the Burnable Land Area within about 1,500 m (1 mile) of a group of structures, dependent on structure density, but does not itself contain structures.
- **"Nonburnable Fireshed"** is the nonburnable land cover within 1,500 m (1 mile) of a group of structures but does not itself contain structures.
- **"Non-WUI"** is all land more than 1,500 m (1 mile) from a group of structures.
- **"Water"** is the portion of the landscape covered by open water.

The Functional WUI map provides a broad overview of where structures are located, what their relative level of exposure is, and the burnable lands around those structures.

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<sup>3</sup> Nonburnable land cover as defined for the MT DNRC Function WUI data layer is where the mapped fire-behavior fuel model is 91-99; burnable is all other fuel models.



### Yellowstone County Additions

Revisions, including additions and modifications, to the MT DNRC Functional WUI were identified by the Core Team and incorporated into the Yellowstone County if justified. Revisions were incorporated if they clearly aligned with the definition of WUI outlined in HFRA and/or their inclusion would directly facilitate implementation of mitigation measures that reduce wildfire risk for communities within the County. A detailed description and justification for these revisions can be found in [Appendix E](#).

- Inclusion of ingress/egress routes to connect “islands” of WUI to the larger WUI polygon.
- Inclusion of portions of “holes” in the WUI with a Conditional Wildfire Risk value of Moderate or greater.
- Inclusion of lands directly adjacent to the WUI with a Conditional Wildfire Risk value of Moderate or greater.

These revisions account for rapid wildfire spread into the WUI in lands with elevated wildfire risk. By including these areas within the WUI, mitigations can be implemented to reduce wildfire risk to nearby communities. The inclusion of ingress and egress routes ensures that adequate consideration is given to roadways that provide one of few means of ingress or egress in the event of a wildfire.

### At risk Communities

Per HFRA, all CWPPs must engage at risk communities throughout the planning process, prioritize fuel projects around these communities, and recommend measures to reduce structure ignitability in these communities. In HFRA (16 USC § 6511, Sec. 101(1)), the definition of “at risk communities is as follows:

“(1) AT RISK COMMUNITY.—The term “at risk community” means an area—

(A) that is comprised of—

(i) an interface community as defined in the notice entitled “Wildland Urban Interface Communities Within the Vicinity of Federal Lands That Are at High Risk From Wildfire” issued by the Secretary of Agriculture and the Secretary of the Interior in accordance with title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001 (114 Stat. 1009) (66 Fed. Reg. 753, January 4, 2001); or

(ii) a group of homes and other structures with basic infrastructure and services (such as utilities and collectively maintained transportation routes) within or adjacent to Federal land;

(B) in which conditions are conducive to a large-scale wildland fire disturbance event; and

(C) for which a significant threat to human life or property exists as a result of a wildland fire disturbance event.”

In Yellowstone County, four communities are identified as “at risk” in 65 FR 751, ‘Urban Wildland Interface Communities Within the Vicinity of Federal Lands That Are At High Risk From Wildfire’:

- Billings
- Custer
- Laurel
- Shepherd

The list of at risk communities identified within 65 FR 751 is acknowledged as being incomplete at the time of publication, and many additional communities within Yellowstone County meet the criteria described above and may be considered to be “at risk” from wildfire. Since 2001, the criteria for identifying at risk communities has expanded to include a comprehensive range of potential characteristics that result in increased risk for a given community. The Community Wildfire Defense Grant



Program<sup>4</sup> (CWDG) considers communities to be “at risk” if the community area (i.e., County, neighborhood, state) has at least “moderate” wildfire risk. Moderate wildfire risk for this program is defined as having ≥40th percentile Wildfire Risk to Homes, as compared to the state or nation, or having ≥67th percentile Wildfire Hazard Potential as compared to the state or nation. Other data sources can also be used to satisfy this requirement, including local and state wildfire risk data, such as the Montana Wildfire Risk Assessment data used to support this CWPP. Yellowstone County is considered to be at risk according to the CWDG Data Tool (Wildfire Risk to Communities 2024)<sup>5</sup>.

### ***Underserved & Disadvantaged Communities***

Low-income, minority, and rural communities have historically been excluded from wildfire planning processes and risk mitigation projects across the country and are often disproportionately affected by natural disaster events such as wildfire. Underserved communities are not explicitly defined within the HFRA, though federal and state guidance offers several metrics which can be implemented to determine if a community is underserved. The CWDG also considers “disadvantaged communities” to be underserved, defining these as Counties or communities which have at least one census tract identified as “disadvantaged” using the Climate and Economic Justice Screening Tool<sup>6</sup> or through meeting the low-income definition. The CWDG highlights areas of “low income” or areas with a social vulnerability score of 0.75 or higher as being qualified for “underserved community” status (Wildfire Risk to Communities Project 2022), with the definition of “low income” in Montana being a household income that is 80% of the state median household income. At the time of analysis, the state median household income was \$50,331 and the median household income for Yellowstone County was \$55,417 (Wildfire Risk to Communities Project 2025). Though these communities were considered, they were not explicitly included as a separate WUI component as they were already included in other resource buffers. Future updates of the CWPP will continue to consider these communities and incorporate, if necessary.

### ***Vulnerable Populations***

Together, at risk and underserved communities are also included in what is referred to as “vulnerable” communities, a term which is often used in place of at risk and underserved communities. The USFS Wildfire Risk to Communities website describes vulnerable communities as populations whose social and/or economic factors make it more difficult to prepare for, respond to, and recover from wildfire events (Wildfire Risk to Communities Project 2025). The capacity to cope with wildfire events and other natural disasters is largely rooted in social, economic, and political structures from which vulnerable populations may be marginalized or systematically excluded (Davies et al. 2018). The following U.S. Census Bureau variables are used to evaluate community vulnerability:

- Disabilities
- Limited English
- Mobile homes
- No car
- Over 65 years
- People of color
- Poverty
- Under 5 years

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<sup>4</sup> <https://wildfirerisk.org/cwdg-tool>

<sup>5</sup> <https://wildfirerisk.org/cwdg-tool/30111>

<sup>6</sup> <https://screeningtool.geoplatform.gov/en/#3/33.47/-97.5>



If a given census tract or community area has values equal to or greater than the community median for the aforementioned variables, it is considered to be vulnerable to wildfire events (Wildfire Risk to Communities Project 2025).

TABLE 7 VULNERABLE POPULATIONS IN YELLOWSTONE COUNTY, MT

Indicator	Number	Number MOE <sup>1</sup>	Percent <sup>2</sup>	Percent MOE <sup>1,2</sup>
Families in poverty	3,117	±438	7.5%	±1.1%
People with disabilities	21,554	±1,279	13.2%	±0.8%
People over 65 years	29,043	±1,294	17.5%	±0.9%
People under 5 years	9,605	±870	5.8%	±0.5%
People of color	25,801	±5,397	15.6%	±3.3%
Black	1,378	±525	0.8%	±0.3%
Native American	6,388	±928	3.9%	±0.6%
Hispanic	10,268	±1,335	6.2%	±0.8%
Difficulty with English	416	±389	0.3%	±0.3%
Households with no car	3,112	±530	4.6%	±0.8%

<sup>1</sup>MOE = Margin of Error

<sup>2</sup>Each measure on this page comes from a different subset of the overall population. For example, "poverty status" is not determined for all families. "Households with no car" is determined only for occupied households. "People with disabilities" includes only those people in civilian, noninstitutionalized settings. "Language barriers" is determined only for people five years or older.

Source: (Wildfire Risk to Communities Project 2025)

### Severe Disaster Impacts

The CWDG application process also prioritizes communities with documented "severe" natural disasters within the prior 10 years. If the disaster increased wildfire risk and of sufficient scale and scope to create landscape impacts, additional priority is awarded. Typically, these disasters are documented through the Federal Emergency Management Agency's (FEMA) Disaster Declarations Summaries dataset<sup>7</sup>, though other events may be eligible if they are demonstrated to fit the criteria. Examples of severe natural disasters that may fit these criteria include: previous wildfire, drought, floods, storms, and wind (Wildfire Risk to Communities Project 2025). FEMA has recognized six severe disasters occurring in Yellowstone County between 2020 to 2022, including three wildfires (Table 8).

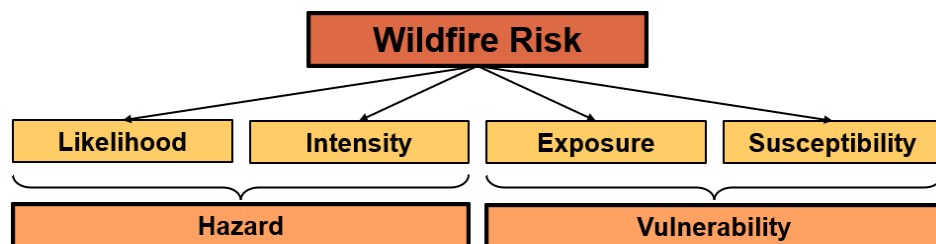
<sup>7</sup> <https://www.fema.gov/openfema-data-page/disaster-declarations-summaries-v2>

**TABLE 8 SEVERE DISASTERS IN YELLOWSTONE COUNTY (FEMA)**

Declaration Title	Location	Year	Incident Type	FEMA Identification
Severe Storm And Flooding	Yellowstone (County)	2022	Flood	<a href="#">DR-4655-MT</a>
Buffalo Wildfire	Yellowstone (County)	2021	Fire	<a href="#">FM-5399-MT</a>
Covid-19	Yellowstone (County)	2020	Biological	<a href="#">EM-3476-MT</a>
Covid-19 Pandemic	Yellowstone (County)	2020	Biological	<a href="#">DR-4508-MT</a>
Bobcat Fire	Yellowstone (County)	2020	Fire	<a href="#">FM-5344-MT</a>
Falling Star Fire	Yellowstone (County)	2020	Fire	<a href="#">FM-5324-MT</a>

### 2.3. Wildfire Risk

Wildfire risk is made up of several components that together characterize the total risk posed to a structure, community, or resource. According to MT DNRC, wildfire risk is “the combination of likelihood and intensity (together called “hazard”) and exposure and susceptibility (together called “vulnerability”)” (DNRC 2025). The relationships of these interrelated concepts are illustrated by Figure 6 below.



**FIGURE 6 COMPONENTS OF WILDFIRE RISK**

The concept of wildfire hazard is focused on wildlands themselves. Wildfire likelihood is driven by factors such as topography, weather conditions, and potential ignition sources. Wildfire intensity is a measure of the energy expected from a wildfire and is predicted based on total fuel types, fuel load, and topography. Together, likelihood and intensity represent wildfire hazard.

The concept of wildfire vulnerability, meanwhile, is focused on the communities and structures located within or adjacent to wildlands. Homes and structures located in areas where direct or indirect wildfire impacts may occur are considered to be exposed to wildfire. The characteristics and materials of the structures determine the likelihood of damage when exposed to wildfire, known as wildfire susceptibility. Together, wildfire exposure and susceptibility characterize the total vulnerability of communities and associated life and property when a wildfire occurs (DNRC 2025).

As a composite of several discrete but interrelated concepts, wildfire risk provides a single key metric for understanding the real-world threat of wildfire to homes, communities, and resources. The Montana Wildfire Risk Assessment (DNRC 2020) used recent LANDFIRE data, historical wildfire occurrence and weather patterns, and wildfire simulations to provide an updated picture of wildfire risk across the state



(DNRC 2020). Since its completion, this assessment has been instrumental for counties updating their CWPPs.

### Risk Assessment & Community Base Map

Using the best available data and local knowledge and input, the CWPP Core Team developed a community base map including the boundaries of Yellowstone County representing the total area to which the CWPP applies (Appendix C). Wildfire risk within the Community Base Map was evaluated using data and findings from the Montana Wildfire Risk Assessment (DNRC 2020).

### Risk Assessment

#### Montana Wildfire Risk Assessment

The Montana Wildfire Risk Assessment was completed in 2020 by Pyrologix for the MT DNRC (DNRC 2020). This detailed quantitative analysis of wildfire risk across the state of Montana serves as an integral resource for understanding and interpreting wildfire risk throughout Yellowstone County. The MWRA considers various components that contribute to wildfire risk including likelihood of a fire burning, the intensity of a fire if one should occur, exposure of assets and resources based on their locations, and the susceptibility of those assets and resources to wildfire. Data outputs related to the MWRA consist of spatially explicit maps and data layers including risk to homes, wildfire threat, wildfire risk, wildfire potential impacts, and fire model inputs and fuelscape along with numerous supporting data layers. More information regarding the MWRA along with online maps and resources can be found at the MT DNRC website.<sup>8</sup>

For the purposes of the 2025 CWPP, the CWPP Core Team identified the following data sources from the MWRA most relevant and appropriate for characterizing and interpreting wildfire risk within Yellowstone County:

- Overall Wildfire Risk (ieNVC)
- Overall Conditional Wildfire Risk (icNVC)
- Risk to Potential Structures/Risk to Homes

#### Overall Wildfire Risk (Integrated Expected Net Value Change)

Net value change (NVC) is used to demonstrate the consequence of fire on a given asset or resource, if the consequence is adverse, the net value change results in negative values, and if the consequence is beneficial, the net value change results in positive values. Neutral net value change is represented by zero. These metrics can then be applied to individual highly valued resources or assets (HVRAs) (i.e., non-integrated), or they can be compared to all of the known HVRAs within a given area (i.e., integrated). Integrated expected net value (ieNVC) change is calculated as the product of burn probability and conditional net value change (cNVC).

#### Overall Conditional Wildfire Risk (Integrated Conditional Net Value Change)

Integrated conditional net value change (icNVC) is calculated as the sum-product of flame-length probability and net value change to an HVRA over a range of wildfire intensity classes. Burn probability is not included in icNVC.

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<sup>8</sup> <https://mwra-mtdnrc.hub.arcgis.com/>



### Risk to Potential Structures

Risk to potential structures is also referred to as 'Hazard in Context' within the MWRA and represents an integration of wildfire likelihood and intensity with generalized consequences or responses to a home anywhere on the landscape should a fire occur. This metric is useful as it can "predict" the risk of both future and current homes by evaluating the wildfire risk if a home were to occur at any point across the landscape. Response of these hypothetical homes to wildfire is assumed to be negative with the degree of damage correlated with increasing wildfire intensity. This metric does not incorporate existing structures present at a given location, nor the importance of those structures. It also does not account for the presence of home-hardening measures that would reduce the susceptibility of a structure to wildfire.

### ***USFS Strategic Analytics Branch - Risk Management Assistance***

The CWPP Core Team employed recent data released by the U.S. Forest Service Strategic Analytics Branch (SAB) to further inform Yellowstone County of risks to aid in wildfire mitigation planning. These data were developed to empower the wildland fire community in analytics, strategic planning, and risk-informed decision support to improve firefighter safety and management efficiency and effectiveness. More information along with online maps and resources can be found at the Risk Management Assistance (RMA) website.<sup>9</sup> Though these analytics have been developed as tools for wildland firefighters, risk information can be extended further to the larger community and help to inform decisions in wildfire mitigation and planning. For this purpose, three key analytics were used by the CWPP Core Team to inform maps including the boundaries of Yellowstone County and the WUI ([Appendix E](#)) and spatial priority areas.

### Firefighter Estimated Ground Evacuation Time (GET)

Wildland firefighters and outdoor recreationists are often in remote settings with multiple hazards that can cause life-threatening injuries. Prompt access to medical care is key to reducing injury consequences. Originally developed in 2013, the firefighter estimated ground evacuation time (GET) model is a spatially explicit quantification of ground evacuation time to the nearest relevant medical facility, which is designed to help evaluate potential firefighter safety risks and inform safe and effective fire response strategies (Campbell et al. 2024). This spatial model of wildland firefighter estimated GET has been used when developing operational response strategies in the contiguous United States.

### Potential Control Location Suitability (PCL)

During active fire incidents, decisions regarding where and how to safely and effectively deploy resources to meet management objectives are often made under rapidly evolving conditions, with limited time to assess management strategies or for development of backup plans if initial efforts prove unsuccessful. Topography and fuels are significant factors affecting potential fire spread and burn severity. The Potential Control Location Suitability (PCL) uses these relationships to quantify the effects of topography, fuel characteristics, road networks, and fire suppression effort to develop a predictive model of potential fire control locations spanning a range of fuel types, topographic features, and natural and anthropogenic barriers to fire spread (O'Connor, Calkin, and Thompson 2017). This spatial model of PCL has been used to reduce unnecessary exposure for fire responders, coordinate pre-fire planning for operational fire response, and as a network of locations to incorporate into spatial fire planning to better align fire operations with land management objectives in the contiguous United States.

### Wildfire Suppression Difficulty Index (SDI)

The Wildfire Suppression Difficulty Index (SDI) model integrates potential fire behavior, vegetation cover types, topography, road and trail networks, existing fuel breaks, and fireline production potential to map the operational effort necessary for fire suppression. SDI models have been used to assess the effects of fuel breaks and other landscape treatments on the future operating environment and as an aid for identifying safer control opportunities (Rodríguez y Silva et al. 2020). In summary, the aim of this model is

<sup>9</sup> [RMA Dashboard | Strategic Analytics Branch](#)



to reduce the uncertainty and increase the efficiency of suppression operations through assessment of landscape conditions and incorporation of expert knowledge into planning in the contiguous United States.

***Community Wildfire Risk Reduction Zones (CWIRRZ)***

Another metric that can be used to characterize wildfire exposure is the Community Wildfire Risk Reduction Zones (CWIRRZ). These zones represent areas where mitigation activities can be the most effective at reducing the risk of structure losses from wildfire (Dillon et al. 2024). There are four Risk Reduction Zones in total, consisting of Minimal Exposure Zones, Indirect Exposure Zone, Direct Exposure Zones, and Wildfire Transmission Zone. The Wildfire Transmission Zone can be broken out into more specific fuel types including Tree, Shrub, Grass, Agriculture, Non-Vegetated, Water, and Outlying Wildlands (i.e., area beyond 2.4 km from buildings). [Appendix C](#) includes a map of CWIRRZ within the County.





## Section 3: Implementation

### 3.1. Integrating the National Cohesive Strategy

The Federal Land Assistance, Management, and Enhancement Act of 2009 (FLAME) aims to provide improved resources and funding opportunities for wildfire suppression on federal lands (43 USC § 1748). As part of this effort, Congress required the development of a cohesive strategy to ensure nationwide consistency of wildfire management on federal, state, local, and tribal lands. Known simply as the National Strategy, it was developed cooperatively by a wide variety of governments and land management agencies, wildfire experts, and public stakeholders. The National Strategy guides wildfire planning efforts by establishing core guidelines to be used when developing CWPPs and emergency responses, prioritizing projects, and educating and equipping the public to protect their property from wildfire.

The National Cohesive Strategy focuses on three goals:

- Restoring and maintaining resilient landscapes,
- Fire adapted communities, and
- Safe and effective wildfire response.

The interdisciplinary team incorporated each of these national priorities when preparing the CWPP, thereby ensuring consistency with the National Strategy. The result is a CWPP which prioritizes healthy and functional ecosystems through treatment activities, equips property owners with the knowledge and resources to protect their homes against wildfire, and identifies wildfire response capacity and needs.

#### Restore and Maintain Resilient Landscapes

Though a natural and essential component of the ecosystem, the role of wildland fire has been altered through fire suppression, changing climatic conditions, declining forest health, increasing human activity, and human development and alteration of the landscape. These changes have resulted in conditions that reduce landscape resiliency and increase the potential for increased wildfire activity and severity. Landscape restoration through proactive management reinstates resiliency and promotes natural fire activity across the landscape to maintain the beneficial ecological impacts of wildfire while mitigating risk. Once restored, ongoing maintenance through management is essential to perpetuate healthy, resilient landscapes.

Restoration and maintenance on the landscape can be achieved through various management actions related to vegetation and fuels, including prescribed fire; managing wildfire for resource objectives; and mechanical, biological, and chemical fuels treatments. Mechanical, biological, and chemical fuels treatments include thinning, commercial harvest, slash and underburning, slash and pile burning, herbicide application, reseedling, replanting, and more. Given the scale of fuels treatments needed to restore resilient landscapes, prioritization is critical to allocate resources effectively. These various treatment types can be implemented in priority areas where feasible and sustainable to reduce wildfire risk, improve ecological conditions, and achieve fire adapted and resilient landscapes.

#### Fire Adapted Communities

Yellowstone County, like many other Montana counties, is working towards becoming a fire adapted community. The National Wildfire Coordinating Group (NWCG) defines a fire adapted community as a community that "takes mitigation actions so they can live with wildfire without harm and without extensive wildfire suppression efforts" (USFS 2025). Promoting fire adapted communities focuses on adaptation through fire mitigation strategies, public education, and applicable policies and regulations. Fire mitigation strategies may include using fuel treatments and individual homeowner action to help protect life and property before, during, and after a wildfire event. Public education and outreach about wildfire preparedness can help the public understand their role in promoting fire adapted communities and



protecting private property. Updating policies and regulations like building and subdivision codes can ensure fire resilience for future development.

### Living with Fire

Building fire adapted communities is a constantly evolving process that includes taking actions to reduce the risk of wildfire, educating residents about becoming fire-adapted, and designing tools that support the community. Fire is a natural part of the ecosystem, but communities at risk can take steps to reduce negative impacts to property when wildfires occur.

### Wildfire Preparedness

#### Recommendations to Reduce Structural Ignitability

Resource managers reduce the risk of wildfire damage to private property through fuel reduction projects on state and federal lands, establishing fuel breaks and buffers, and wildfire suppression. However, property owners are responsible for helping create fire adapted communities by reducing the structural ignitability of their own property. In many cases, these efforts incorporate the same techniques used by local, state, and federal resource managers. Measures to reduce structural ignitability vary from property to property depending on parcel size; the location of structures within the parcel; building age, construction, and materials; existing vegetation and fuel loads; access to water; and more. Despite property-level variation, the same basic concepts apply in all cases.

#### Home Ignition Zone

Homeowners are encouraged to become familiar with the concept of the Home Ignition Zone (HIZ), which is a buffer up to 200 feet surrounding a home or structure. This area is a space in which proactive wildfire mitigation measures can be implemented in order to slow or stop wildfire spread, defend the structure from fire and embers, and protect firefighters and other emergency responders working to protect the home. The HIZ is divided into three sections: the immediate, intermediate, and extended zones (Figure 7). Table 9 provides a description of each zones and applicable wildfire mitigations for each (MT Fire Info 2025).



FIGURE 7 ILLUSTRATION OF THE HOME IGNITION ZONE BY BONNIE PALMATORY OF COLORADO STATE UNIVERSITY (COLORADO STATE FOREST SERVICE 2025)



TABLE 9 HOME IGNITION ZONE (HIZ) DESCRIPTION AND APPLICABLE WILDFIRE MITIGATIONS

HIZ Zone	Description	Applicable Mitigations
Immediate	0-5 feet from furthest attached exterior point of the home	Cover all vents with 1/8-in mesh screening
		Fill any gaps in your home's siding and trim materials with quality caulk.
		Fill any openings between the roof covering and the roof deck with a nonflammable material.
		Use only nonflammable fencing materials in this zone.
		Create a 3- to 5-foot clean and non-combustible perimeter using concrete or rock mulch.
		Remove all vegetation in this zone.
		Remove tree limbs that extend into this zone.
		Relocate all combustible materials, including garbage, lumber, and lawn/patio accessories, to outside this zone.
		Clean all fallen leaves and needles from this zone - don't forget about your gutters and roof valleys.
		Locate propane tanks at least 30 feet from any structures.
Intermediate	5-30 feet from furthest attached exterior point of the home	Remove all dead grasses, weeds, plants, and foliage.
		Keep lawns and native grasses mowed and water all vegetation regularly.
		Grow non-woody, low height, herbaceous plants.
		Provide at least 18 feet of space between remaining shrubs and trees. Increase spacing on steep slopes.
		Store firewood or other combustible materials at least 30 feet away from your home.
		Remove limbs 6' to 10' from the ground.
		Remove branches that overhang or touch the roof, making sure there is at least 10ft between the structure and the nearest branch.
		Clear vegetation around fences, sheds, outdoor furniture, and play structures.
		Create fuel breaks with non-flammable walkways, paths, and driveways.
Extended	30-100+ feet from furthest attached exterior point of the home	Thin trees to a minimum of 12 feet between tops of trees to break up continuous fuels.
		Remove small conifers growing between mature trees to create a separation between ground vegetation and mature trees.
		Remove leaf and needle debris from your yard.
		Keep grasses and wildflowers under 8" in height.
		Clear vegetation from under large stationary propane tanks.
		Remove vegetation adjacent to storage sheds or other outbuildings.
		Maintain space clear of vegetation on either side of your driveway and access roads so that emergency vehicles can reach your home.



Fire propagation requires fuel. Reducing the ignition potential within the HIZ, with priority given to Immediate Zone, is the most effective way for structures to withstand a wildfire. One of the most common ways that homes catch fire is by wind-driven embers which can travel up to a mile away from active wildfires and ignite buildings by landing on flammable exterior materials, or indirectly by igniting flammable vegetation or materials located close to the home, resulting in direct flame contact or radiant heat exposure to the home (Restiano et al. 2020). As such, property owners can reduce structural ignitability by preventing flames and embers from accessing fuels within the building itself, a technique known as “hardening.”

Within the Intermediate and Extended Zones, mitigations that alter the type and configuration of burnable vegetation are critical to stop or reduce the spread of wildfire as it approaches a structure. Landscaping can also be leveraged to reduce wildfire risk through simple measures such as: using fire-resistant plant species; selecting deciduous trees over conifers when possible; using fire-resistant materials for structures such as retaining walls, fencing, and open areas; and incorporating fuel breaks via driveways, walkways and sidewalks, and parking areas.

#### *Evacuation Preparedness*

Many residents of Yellowstone County live in areas with high wildfire risk, and it is certain that wildfire events will occur in the future. A small amount of preparation for such events can be critical to facilitate safe and efficient response to an ongoing wildfire event. Specific resources available to Yellowstone County residents are described in [Homeowner Resources](#).

#### *Wildfire Smoke*

Wildfire smoke can pose a serious health risk to many members of the public, particularly those with sensitivities to airborne particulate matter. Children (ages 0-17), pregnant individuals, senior citizens, people with existing heart and/or lung conditions, and people spending more time outdoors are considered to be more sensitive to wildfire smoke (Montana Department of Health and Human Services 2025). Wildfire smoke contains particulate matter (PM<sub>2.5</sub>) and chemicals that have the potential to cause harmful effects such as irritation of the eyes and respiratory system as well as worsening of conditions related to the heart and lungs such as asthma, diabetes, chronic obstructive pulmonary disease (COPD), and lung cancer (Montana Department of Health and Human Services 2025). Specific resources available to help residents prepare for wildfire smoke impacts are described below.

#### *Wildfire Prevention*

The majority of wildfire in Yellowstone County is caused by humans, making the reduction of ignition potential an important component of wildfire prevention. Wildfire prevention actions include public education campaigns that promote awareness of activities that commonly cause wildfire as well as best practices to avoid igniting a wildfire. Key considerations relate to campfires, target shooting, debris burning, lawn and farm equipment operation, and vehicle and trailer use. Wildfire restrictions and burn bans are another tool that can be used to prevent wildfires during extreme and/or dangerous conditions.



### Grants and Funding

There are several opportunities for grants and funding available to communities and organizations to promote fire adapted communities. The MT DNRC Stewardship Program provides Resources for Landowners<sup>10</sup> to connect private forest landowners with potential funding sources in order to support active forest management, enhance public benefits from private forests, and provide important jobs in the forest products sector. Other MT DNRC Stewardship grants are available for community partners<sup>11</sup>.

Although there is not currently a grant program available to assist individual homeowners with home hardening, local governments can use grant funds to support the development of programs that serve this purpose in addition to providing funding for projects that mitigate wildfire risk on adjacent federal and state lands. Having an updated CWPP allows Yellowstone County to access more funding sources, including the federal Community Wildfire Defense Grant, to increase wildfire preparedness and mitigate wildfire risk (DNRC 2023).

### Education and Outreach

Wildfire mitigation strategies are most effective when there is robust participation from all stakeholders. It is important to engage the community through education and outreach to mitigate the human hazards of wildfire. Public education campaigns such as Ready, Set, Go! and Firewise/USA bring communities together to prepare for wildfire. Becoming a Firewise/USA community gives residents access to resources, funding, and community support (Firewise USA 2022). There are currently no Firewise/USA communities in Yellowstone County, but residents can take action to organize a Firewise community at any time (Firewise USA 2022).

### Homeowner Resources

There are many resources available to the public that can help residents better plan for, respond to, and recover from wildfire events. This section provides an overview of a subset of resources that promote the creation of fire adapted communities but is not a comprehensive list of all resources that may be available to serve this purpose.

### Community Resources

Yellowstone County's Disaster and Emergency Services department provides a variety of resources for local residents looking to become better prepared for wildfire. These measures include:

- Yellowstone County Informed – Emergency Alerting and Warning System<sup>12</sup>
- Creating a Family Disaster Plan<sup>13</sup>
- Pets, Livestock, & Wildlife Disaster Plans<sup>14</sup>
- Preparation Tips for Wildland Fires<sup>15</sup>
- Map Your Neighborhood<sup>16</sup>

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<sup>10</sup> <https://dnrc.mt.gov/Forestry/Resources/resources-for-landowners>

<sup>11</sup> <https://dnrc.mt.gov/Forestry/Resources/stewardship-partners>

<sup>12</sup> <https://www.yellowstonecountymt.gov/des/eas.asp>

<sup>13</sup> <https://www.yellowstonecountymt.gov/des/disasterplan.asp>

<sup>14</sup> <https://www.yellowstonecountymt.gov/des/petplan.asp>

<sup>15</sup> <https://www.yellowstonecountymt.gov/des/firetips.asp>

<sup>16</sup> <https://www.yellowstonecountymt.gov/des/HelpNeighbors.asp>



- Rural Fire Protection – Post-fire Tax Relief<sup>17</sup>
- County Fire Map<sup>18</sup>

In addition to these resources, Yellowstone County has developed guides to help residents proactively plan for disasters, such as emergency supply lists, information for pet owners during a disaster, guide to basic evacuation procedures, family communication plan cards, and more. The Ready Yellowstone<sup>19</sup> emergency preparedness portal has compiled these resources into one central location to better equip County residents in the event of an emergency such as a wildfire.

Several groups and organizations offer support for Montana residents looking to become fire adapted. These include:

- MT Fire Info<sup>20</sup>
- MT DNRC
- Fire Adapted Montana Learning Network<sup>21</sup>
- Keep Montana Green<sup>22</sup>
- Firewise/USA<sup>23</sup>
- Ready, Set, Go!<sup>24</sup>

#### *MT DNRC*

The MT DNRC provides free wildfire risk home assessments to all Montana homeowners that include a wildfire risk rating as well as recommendations for specific actions homeowners can take to reduce their vulnerability to wildfire. The MT DNRC also provides guidance for homeowners interested in mitigating wildfire risk within their communities including suggestions for home hardening, evacuation planning, and reducing ignition potential. More information can be found on MT DNRC webpages.<sup>25,26</sup>

#### **Safe and Effective Wildfire Response**

One of the most important roles of a CWPP is to identify wildfire response capacity and processes. The interdisciplinary team that developed the CWPP included members of the Yellowstone County Office of Emergency Management, community preparedness and wildfire prevention specialists, and both federal and local fire department representatives. As a result, the CWPP has identified specific strategies to increase wildfire response capacity and improve communication across various resource groups (see [Appendix B](#)).

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<sup>17</sup> <https://www.yellowstonecountymt.gov/des/ruralfire/index.asp>

<sup>18</sup> <https://gis.yellowstonecountymt.gov/portal/apps/sites/#/yellowstone-county-mapping/apps/f54315791c244cfb9ef6123a5d06b155/explore>

<sup>19</sup> <http://www.readyyellowstone.org/>

<sup>20</sup> <https://www.mtfireinfo.org/>

<sup>21</sup> <https://fireadaptedmontana.org/>

<sup>22</sup> <https://www.keepmontanagreen.com/>

<sup>23</sup> <https://www.nfpa.org/Public-Education/Fire-causes-and-risks/Wildfire/Firewise-USA>

<sup>24</sup> [https://www.wildlandfirersg.org/s/?language=en\\_US](https://www.wildlandfirersg.org/s/?language=en_US)

<sup>25</sup> <https://dnrc.mt.gov/Forestry/Wildfire/fire-prevention-and-preparedness>

<sup>26</sup> <https://www.mtfireinfo.org/pages/prevention>



### Resources & Capacity

Fire protection in Yellowstone County (outside the incorporated cities of Billings, Laurel, and Broadview) is divided into two parts - structural protection and wildland protection. Structural protection is associated with legally created fire districts or fire service areas (FSAs). Once created, the trustees of a given district provide fire protection or contact with an existing volunteer fire department within the area. Rural wildland fire protection falls to the County by Montana Law (7-33-2201 through 7-33-2211, MCA). Yellowstone County funds this rural wildland fire protection through a rural fire levy from the county general fund to contract with existing volunteer fire departments. All areas of the County are protected to some degree, with the minimum level being that of a rural volunteer fire department. [Appendix C](#) contains maps outlining the administrative fire boundaries for fire districts, service areas, and volunteer fire departments.

Local firefighting responders are skilled, trained, and equipped to respond to WUI wildfire incidents and often work closely with federal wildland firefighting resources supplied by the USFS, BLM, and MT DNRC. Mutual aid agreements are also in place among local fire departments and federal agencies throughout the County as well as adjacent counties. As the County's population grows and development within the WUI increases, it is essential to support local fire resources through facilitating increased capacity, additional personnel, training opportunities, and equipment. The CWPP promotes these efforts through targeted actions that ensure fire responders can safely and effectively manage wildfire incidents ([Appendix B](#)).

### Mobilization

When a wildfire occurs in the County, a response crew is mobilized as defined in the Yellowstone County Emergency Operations Plan (Yellowstone County DES 2019). Response crews are mobilized based on several factors, including the location of the fire and availability of resources. A combination of local fire departments and volunteer fire departments are mobilized through the Yellowstone County Department of Emergency Services.

### Emergency Management

The Yellowstone County Multi-Hazard Mitigation Plan (Tetra Tech 2019) provides a detailed overview of how the region has planned to respond to emergencies ranging from flood to wildfire. Coordination of firefighting, emergency medical services, and technical rescue activities in the event of an emergency such as a wildfire is also outlined within the plan. The Disaster and Emergency Service's website also provides extensive resources to help individuals throughout the County learn more about available resources and proactively plan for emergency events.<sup>27</sup>

### Post-Fire

Recovering from a wildfire is a difficult task for the community. Homes, businesses, and other community assets may have been lost or damaged during the fire. Residents returning to their homes may face significant property damage, even if the home did not burn. Soil in burned areas is unstable, potentially resulting in flash flooding and landslides. Post-fire recovery planning helps mitigate safety hazards to the community and identifies resources to help residents recover from wildfire. Although the County does not currently have a post-fire recovery plan, it does offer tax relief to qualified property/landowners whose home, outbuildings, or forest land are partially or totally destroyed by a fire or other natural disaster<sup>28</sup>. In addition, the CWPP promotes the development of such a plan, along with other public education and wildfire response strategies. To aid communities following a disaster, Montana Disaster and Emergency

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<sup>27</sup> <https://jbcountymt.gov/disaster-emergency-services>

<sup>28</sup> <https://www.yellowstonecountymt.gov/des/ruralfire/index.asp>



Services has compiled a list of resources to assist individuals dealing with the aftermath of a disaster event.<sup>29</sup>

## 3.2. Implementation

### Goals, Objectives, & Strategies

The CWPP implementation plan ([Appendix A](#)) and associated action table ([Appendix B](#)) were developed to clearly outline roles, responsibilities, and timelines for various projects that will facilitate the implementation and achievement of the goals, objectives, and strategies outlined within the CWPP. The CWPP defines goals, objectives, and strategies as follows:

**Goal:** A broad, long-term desired result.

**Objective:** A measurable, specific plan that serves to achieve a **Goal**.

**Strategy:** A method to achieve a specific **Objective**. Multiple **Projects** can relate to a given Strategy.

### Action Plan

The action plan consists of various projects with assigned types, responsibilities, and timeframes. Using the National Strategy priorities (Restoring and Maintaining Landscapes, Fire-Adapted Communities, and Response to Wildfires) as overarching goals, the Core Team, with public input, developed each objective to further specify the goal. These objectives are then narrowed down further into a method that can be planned and implemented, called strategies. Each strategy involves at least one stakeholder but often requires the collaborative efforts of multiple interested stakeholders from the County, federal and state agencies, local fire departments, and other entities. Other stakeholder groups may be integrated into the action plan ([Appendix B](#)) as new strategies are developed in the coming years and roles are further defined. Wherever possible, timelines to complete each strategy are included within the action table to best capture the overarching timeline to facilitate achievement of larger goals and objectives defined for the CWPP.

### Priority Areas & Projects

#### **Spatial Priority Areas**

Spatial priority areas are mapped locations in the County identified through discussion with core team members. These locations represent neighborhoods, recreation areas, roads, and project areas where applied mitigation measures would have significant impacts. Appropriate mitigation measures per spatial priority area vary according to the rationale used to select that location. These areas are intended to be used for planning purposes and do not represent clear-cut boundaries for which a proposed project could be applied. A 1.5 mi buffer was assigned to roads and neighborhoods to account for wildfire spread and ember cast. The following spatial priority locations are mapped in [Appendix C](#):

- Acton Planning Area
- Acton Recreation Area
- Ah-Nei East/West Recreation Area
- Antelope Creek
- Buffalo Trail Subdivision
- CA Road
- Cedar Canyon Subdivision Area

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<sup>29</sup> <https://des.mt.gov/Recovery/Recovery-Program>





- Clapper Flat Community Area & Road
- Emerald Hills Subdivision Area
- Pine Hills Community Area
- Pine Ridge Area
- Pompeys Pillar National Monument
- Red and King Gulch Road
- River Road
- Sagehill Community Area & Road
- Shepherd Ah-Nei
- Steamboat Butte
- Sundance Lodge Recreation Area
- Yellowstone Trail Community Area & Road

Priority areas delineated by MT DNRC for fuels reduction projects have also been incorporated into this CWPP and are shown in detail in [Appendix C](#) (see page C-17). These areas represent lands within the County that are a top priority to receive MT DNRC State-funded grants intended to reduce the risk of wildfire through fuels treatments. MT DNRC's priority areas consist of three "tiers", with "Tier 1" representing the highest priority, and "Tier 3", the lowest priority. These priority areas do not include federal lands, which are not eligible for applicable MT DNRC grants. Additional information regarding these priority areas can be found through the MT DNRC website, once the dataset has been made publicly available.

To be considered a priority area, lands must meet the following criteria per each of the three "Tiers":

**Tier 1 (Highest Priority)**

- ✓ Proximity to MT Forest Action Plan Priority Areas: Within a HUC12 watershed that touches a Montana Forest Action Plan Priority Area.
- ✓ Tree Cover: LANDFIRE "Existing Vegetation" 'Tree' layer excluding riparian areas
- ✓ Within the MT DNRC Functional WUI: Exclude: Non-burnable, Non-WUI, Water
- ✓ Presence of Expected Wildfire Risk to People and Property

**Tier 2**

- ✓ Proximity to MT Forest Action Plan Priority Areas: Within a HUC12 watershed that touches a Montana Forest Action Plan Priority Area.
- ✓ Tree Cover: LANDFIRE "Existing Vegetation" 'Tree' layer excluding riparian areas
- ✓ Within the MT DNRC Functional WUI: Exclude: Non-burnable, Non-WUI, Water

**Tier 3 (Lower Priority)**

- ✓ Proximity to MT Forest Action Plan Priority Areas: Within a HUC12 watershed that touches a Montana Forest Action Plan Priority Area.
- ✓ Tree Cover: LANDFIRE "Existing Vegetation" 'Tree' layer excluding riparian areas



### **Project Prioritization**

Each project shown in the Action Plan is assigned a priority value. The prioritization process consists of evaluating the 'impact' and 'feasibility' and assigning the highest priority to projects with high impact and high feasibility; this helps to effectively guide the allocation of limited resources.

#### **Impact**

High impact projects result in significant improvements to a community's wildfire resilience and ability to prepare for, respond to, or recover from wildfire events. These projects may increase wildfire response capacity, available resources, public knowledge, or actively reduce wildfire risk as a result of fuels treatments.

#### **Feasibility**

High feasibility projects are those that can be readily carried out using available resources and capacity within the community. Feasibility is contingent upon elements such as cost and funding availability, capacity to carry out the project, and the extent of project development.

#### **Priority Elements**

- Impact
  - People & Property
  - Effectiveness
- Feasibility
  - Cost
  - Implementation/Maintenance
  - Funding Availability
  - Project Readiness

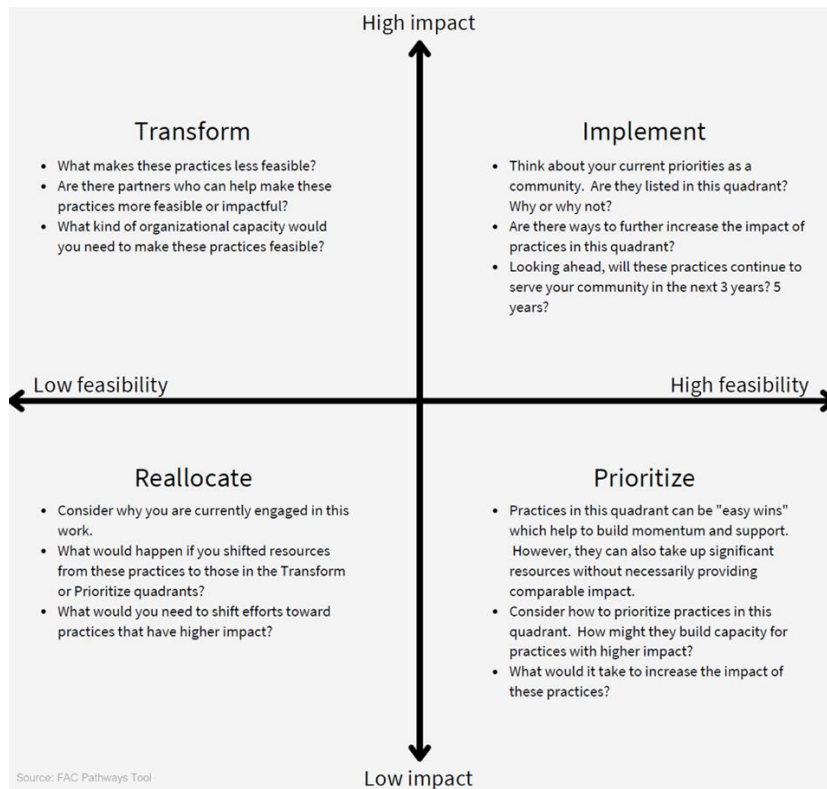
#### **Prioritization Process**

Each priority element is assigned a value from 1 – 3 according to the categorical definitions described in Table 10. A perfect score of 18 would result in the highest priority value possible. After all priority element values are assigned, decision-makers can use the concepts of impact and feasibility to determine the best course of action per each project (Figure 8). This process allows decision-makers to review and discuss low-scoring projects to determine if additional action is needed to increase the impact and feasibility of the project. If no reasonable actions can improve a project, it is not a suitable candidate for the CWPP. By prioritizing projects with the greatest impact and feasibility, the County can efficiently allocate limited resources. By illustrating areas for improvement, projects with lower scores are highlighted for discussion. Once evaluated, the final priority score is included in the Action Table to facilitate intuitive review of proposed actions ([Appendix B](#)).



TABLE 10 PRIORITY ELEMENTS VALUE RUBRIC

	Priority Element	Definition		
		1	2	3
Impact	People & Property	The project will not benefit people and property.	The project may benefit people and property.	The project will benefit people and property.
	Effectiveness	The project is unlikely to be effective.	The project may be effective.	The project will be effective.
Feasibility	Cost	The cost of the project has not been estimated and is unknown.	The cost of the project has been estimated but has not been finalized.	The cost of the project has been estimated and finalized.
	Implementation /Maintenance	No short- or long-term capacity to implement the project.	Partial short- and long-term capacity to implement the project.	Complete short- and long-term capacity to implement the project.
	Funding Availability	No funding available.	There is funding available for the project, but it has not been secured.	Funding for the project has been secured.
	Project Readiness	The project has had no planning and is not ready to be implemented.	The project is in preliminary planning stages and is not ready to be implemented.	The project has been fully planned and is ready to be implemented.



**FIGURE 8 IMPACT AND FEASIBILITY SCORING FRAMEWORK ADOPTED FROM THE FIRE ADAPTED COMMUNITIES TOOL**

### 3.3. Future Actions

The 2025 CWPP is designed to function as a living document with updates occurring as needed. It is anticipated that additional goals, objectives, and strategies will be added as conditions and needs change for Yellowstone County, and that the format of the action plan will facilitate easy integration of these elements.

#### Monitoring

To accurately and consistently monitor progress towards the goals, objectives, and strategies outlined within the CWPP, an annual review of the action plan will be conducted during which any completed strategies will be updated, and any pending additions or revisions to the CWPP document or the associated CWPP story map will be implemented. The annual review will also consider substantive changes to other plans, policies, and regulations identified in [Section 1.2](#) (e.g., updates to the Montana Forest Action Plan) and/or substantive changes to data used to develop the WUI and/or the MWRA as described in [Section 2](#) of this CWPP. In order to remain relevant and useful, CWPPs should be fully updated every five years; the next CWPP update should occur in 2030 (DNRC 2022).

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## Appendix A: Implementation – Goals, Objectives, and Strategies





**Goal:** A broad, long-term desired result

**Objective:** A measurable, specific plan that serves to achieve a **Goal**

**Strategy:** A method to achieve specific **Objectives**. Multiple **Projects** can relate to a given **Strategy**.

## Goal 1: Restore and Maintain Landscapes

### Objective 1.1 Reduce fuel loading by supporting and implementing fuels treatments

*Strategy 1.1.1 Implement the following fuels treatments to accomplish resource objectives: thinning, prescribed fire, commercial harvest, slashing, underburning, pile burning, chipping, thinning, prescribed/targeted grazing on both publicly and privately owned land*

### Objective 1.2 Promote characteristic wildfire activity appropriate to natural fire regimes and resource objectives

*Strategy 1.2.1 Identify strategic locations for new fuel breaks and buffers*

*Strategy 1.2.2 Improve and maintain existing fuel breaks and buffers*

*Strategy 1.2.3 Identify, improve, and maintain road buffers*

*Strategy 1.2.4 Facilitate and maintain cross-boundary collaboration to implement fuels reduction projects across multiple jurisdictions including privately held lands*

*Strategy 1.2.5 Implement treatments that promote characteristic wildfire activity on the landscape*

### Objective 1.3 Implement post-fire recovery activities

*Strategy 1.3.1 Support the implementation of recovery and restoration activities such as reseedling and replanting following wildfire events*

*Strategy 1.3.2 Support the development and implementation of a Yellowstone County Post-Fire Recovery Plan that provides a framework for efficient and effective allocation of resources after a wildfire event*

*Strategy 1.3.3 Increase local capacity for post-fire response personnel and resources*

### Objective 1.4 Reduce insect and disease outbreaks and spread

*Strategy 1.4.1 Support and implement projects that use approved methods to control insect and disease such as micronutrients, pesticides, attractants, aggregants, anti-aggregants, and pheromones*

*Strategy 1.4.2 Fuels thinning to prevent the spread of insects and disease outbreaks*



*Strategy 1.4.3 Monitor aerial surveys to detect trends in outbreaks*

**Objective 1.5 Use the best available science to inform CWPP goals, objectives, and strategies**

*Strategy 1.5.1 Facilitate the collection and/or analysis of updated data such as aerial imagery, surveys, etc. that would improve the implementation of projects associated with this CWPP*

**Goal 2: Fire Adapted Communities**

**Objective 2.1 Improve and maintain public education to reduce wildfire risk and structural ignitability**

*Strategy 2.1.1 Improve public access to existing educational resources*

*Strategy 2.1.2 Develop new educational opportunities/programs for residents*

*Strategy 2.1.3 Support and implement efforts to increase capacity for additional personnel, groups, or programs to implement and coordinate services that support fire adapted communities within Yellowstone County*

*Strategy 2.1.4 Provide a platform for public access to CWPP resources that integrates with existing resources*

*Strategy 2.1.5 Establish a CWPP Monitoring Committee to ensure that the CWPP remains updated, relevant, and is communicated effectively among stakeholders*

**Objective 2.2 Support and implement mitigation treatments within priority areas within the County**

*Strategy 2.2.1 Continue to develop projects within the WUI and priority areas within Yellowstone County*

**Objective 2.3 Reduce human-caused ignitions**

*Strategy 2.3.1 Work with utility companies to reduce ignition risk and identify opportunities for mitigation*

*Strategy 2.3.2 Improve and maintain public communication to reduce human-caused ignitions*

*Strategy 2.3.3 Provide training and resources for using prescribed fire on private lands*

**Goal 3: Wildfire Response**

**Objective 3.1 Increase/improve water supply for fire suppression**

*Strategy 3.1.1 Identify additional water resources*

*Strategy 3.1.2 Support the implementation of design alternatives that improve fire suppression and response capabilities within subdivision planning documents*

*Strategy 3.1.3 Construct additional water resources for fire suppression*

**Objective 3.2 Improve emergency notification and information communications**

*Strategy 3.2.1 Identify methods to increase communication efficacy and accessibility in the event of a wildfire*



*Strategy 3.2.2 Ensure communication and notification methods are inclusive of all communities.*

*Strategy 3.2.3 Support the development of mitigation actions and planning related to wildfire smoke public health issues*

*Strategy 3.2.4 Consider wildfire smoke responses in future planning efforts*

*Strategy 3.2.5 Support the procurement and designation of funding to mitigate public health risks and issues related to wildfire smoke*

**Objective 3.3 Facilitate and maintain cross-boundary collaboration to improve wildfire response efforts**

*Strategy 3.3.1 Coordinate with neighboring agencies and landowners to identify potential opportunities for collaboration*

*Strategy 3.3.2 Establish a Yellowstone County Wildfire Response Working Group to improve communications and collaborative response efforts across groups and jurisdictions*

**Objective 3.4 Improve emergency response and mobilization efforts**

*Strategy 3.4.1 Develop an evacuation plan that identifies evacuation routes, reception/distribution areas, shelter locations, staging areas, and access control points*

**Objective 3.5 Increase response capacity**

*Strategy 3.5.1 Obtain funding for additional personnel, training, and equipment to improve wildfire response capacity and efficacy*



## Appendix B: Implementation – Action Plan

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## YELLOWSTONE COUNTY CWPP ACTION PLAN

The action plan consists of various projects with assigned types, responsibilities, and timeframes. Each action involves at least one stakeholder but often requires the collaborative efforts of multiple interested stakeholders from the County, federal and state agencies, local fire departments, and other entities. Other stakeholder groups may be integrated into the action plan as new strategies are developed in the coming years and roles are further defined. Wherever possible, timelines to complete each strategy are included within the action plan in order to best capture the overarching timeline to facilitate achievement of larger goals and objectives defined for the CWPP. Actions with Priority Rankings of “High”, “Medium”, or “Low” were assigned in the 2006 CWPP according to different criteria than established by the 2025 CWPP. Numerical priority ranking scores assigned in this table represent preliminary, high-level evaluations subject to refinement through the prioritization process identified in the 2025 CWPP.

Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2025-LF-0001	All	Mitigation of Priority Areas	Implementation of mitigations to reduce wildfire risk within priority areas with elevated wildfire risk identified within this CWPP and/or by local fire personnel.	Priority Areas	1.1.1	Local Fire	MT DNRC	TBD	Ongoing	11
2006-0001	Landscape Treatments	Roadside Fuels Treatment: Buffalo Trails Project Area	Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels. <ul style="list-style-type: none"><li>• Update existing assessment of roads in Yellowstone County as to location.</li><li>• Secure funding for implementation of this project.</li><li>• Specifically address access issues listed</li></ul>	Buffalo Trails	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0002	Landscape Treatments	Roadside Fuels Treatment: Cedar Ridge Project Area	<p>below, plus recreation areas, and others identified in assessment.</p> <ul style="list-style-type: none"><li>Target 100' extending from each side of the roadway.</li></ul> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul>	Cedar Ridge	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	Medium
2006-0003	Landscape Treatments	Roadside Fuels Treatment: Clapper Flats Project Area	<p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment</p>	Clapper Flats	2.2.1		YC DES, BLM, USFS,	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0004			will typically consist of mowing grass-dominated fuels. <ul style="list-style-type: none"><li>• Update existing assessment of roads in Yellowstone County as to location.</li><li>• Secure funding for implementation of this project.</li><li>• Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>• Target 100' extending from each side of the roadway.</li></ul>				BIA, MT DNRC			
	Landscape Treatments	Roadside Fuels Treatment: Emerald Hills Project Area	Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels. <ul style="list-style-type: none"><li>• Update existing assessment of roads in Yellowstone County as to location.</li><li>• Secure funding for implementation of this project.</li><li>• Specifically address access issues listed below, plus recreation</li></ul>	Emerald Hills	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0005	Landscape Treatments	Roadside Fuels Treatment: High Trails Project Area	<p>areas, and others identified in assessment.</p> <ul style="list-style-type: none"><li>Target 100' extending from each side of the roadway.</li></ul> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul>	High Trails	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	Medium
2006-0006	Landscape Treatments	Roadside Fuels Treatment: Hills Estates Project Area	<p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p>	Hills Estates	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	Medium





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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0007	Landscape Treatments	Roadside Fuels Treatment: Indian Cliffs Project Area	<ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others</li></ul>	Indian Cliffs	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0008	Landscape Treatments	Roadside Fuels Treatment: Pleasant Hollow Project Area	<p>identified in assessment.</p> <p>Target 100' extending from each side of the roadway.</p> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul>	Pleasant Hollow	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High
2006-0009	Landscape Treatments	Roadside Fuels Treatment: Rehberg Ranch Estates Project Area	<p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads</li></ul>	Rehberg Ranch Estates	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0010	Landscape Treatments	Roadside Fuels Treatment: Shadow Canyon Project Area	<p>in Yellowstone County as to location.</p> <ul style="list-style-type: none"><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li></ul>	Shadow Canyon	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	Medium



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0011	Landscape Treatments	Roadside Fuels Treatment: White Buffalo Project Area	<ul style="list-style-type: none"><li>Target 100' extending from each side of the roadway.</li></ul> <p>Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.</p> <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul>	White Buffalo	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	Medium
LT-2025-BLM-0002	Landscape Treatments	BiFO Ponderosa Juniper Fuels Reduction	The BLM proposes to incorporate fuels treatments of BLM and adjacent lands within the analysis area to return to natural historic fire regime while bringing restoration and resiliency and creating fire adapted communities. These fuel treatments in the past have been	Steamboat, Shepherd Ah Nei, Four Dances	1.1.1	BLM	-	TBD	Ongoing	18



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
			<p>shown to reduced fuel loads that enhance fire suppression capabilities and produce a landscape that is resilient to natural disturbances.</p> <ul style="list-style-type: none"><li>• Priority BLM project in Yellowstone County.</li><li>• Planned fuels treatment locations within Yellowstone County include Steamboat, Shepherd Ah Nei and Four Dances.</li><li>• Future treatments will include cutting, masticating/mulching, piling, pile burning and broadcast burning.</li><li>• Treatments are planned to begin in 2025 at Steamboat and Shepherd.</li></ul>							
LT-2025-BLM-0003	Landscape Treatments	BLM-Lockwood FD Fuels Mitigation Agreement	Develop BLM agreement with Lockwood FD for fuels mitigation throughout Yellowstone County	Emerald Hills Priority Area, Lockwood area	1.2.4	BLM	Lockwood FD	TBD	Ongoing	11



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
LT-2025-BLM-0003	Landscape Treatments	Pompey's Pillar and Russian Olive Projects	Russian Olive removal projects have been ongoing at Pompey's Pillar, Four Dances and Sundance. These are invasives removal projects along the Yellowstone River with less of a hazardous fuels component.	Pompey's Pillar National Monument, Four Dances, Sundance	1.1.1	BLM	-	TBD	Ongoing	15
LT-2025-BCVFD-0001	Landscape Treatments	Hillcrest Fuels Reduction Project: Phase 1	Primary focus is to work with homeowners in the defined project area to reduce the wildfire risk through selective thinning using mastication and hand crews. The project also seeks to improve forest health and preserve wildlife habitat. Contractors hired with heavy equipment to masticate woody fuels. <ul style="list-style-type: none"><li>• Funding secured.</li><li>• 75/25 Grant Cost Share Program</li><li>• Approximately 100 acres to be treated.</li><li>• 2025 Project Implementation</li></ul>	Hillcrest community	1.1.1	Blue Creek VFD	MT DNRC	TBD	Ongoing	18
LT-2025-BCVFD-0002	Landscape Treatments	Hillcrest Fuels Reduction Project: Phase 2	Secure funding for the continuation of Hillcrest Fuels Reduction Project with a focus on Brockway Coulee	Hillcrest community	1.1.1	Blue Creek VFD	MT DNRC	TBD	Proposed	11



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
			and surrounding subdivisions/communities and agricultural lands.							
LT-2025-BCVFD-0003	Landscape Treatments	Hillcrest Fuels Reduction Project: Phase 3	Secure funding for the continuation of Hillcrest Fuels Reduction Project.	Hillcrest community	1.1.1	Blue Creek VFD	MT DNRC	TBD	Proposed	11
LT-2025-HBVFD-0001	Landscape Treatments	Targeted and Prescribed Grazing for Fuels Reduction	Implement targeted and prescribed grazing treatments to reduce wildfire risk.	Haley Bench VFD	1.1.1	Haley Bench VFD	-	TBD	Proposed	11
LT-2025-LAFD-0002	Landscape Treatments	Fuels Mitigation Crew – Laurel FD	Dedicated fuels mitigation crews to implement fuels reduction treatments.	Laurel FD	1.1.1	Laurel FD	-	TBD	Proposed	11
LT-2025-LAFD-0001	Landscape Treatments	Private Land Mitigation	Support mitigations on private lands within the WUI.	Laurel	1.1.1	Laurel FD	MT DNRC	TBD	Proposed	11
2006-0012	Landscape Treatments	Community Defensible Zone WUI Treatments	Treat high-risk wildland fuels adjacent to home site defensible space treatments. Treatments should focus on high-risk concentrations of fuels and not 100% of the area identified. To be completed only after or during the creation of home defensible spaces have been implemented. Plan and implement an ongoing fuels reduction plan on Conservation Reserve Program lands	Yellowstone County	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
LT-2025-LF-0002	Landscape Treatments	Defensible Space for At-Risk Communities	surrounding communities  Develop defensible space for at-risk communities within the WUI.	Yellowstone County	1.1.1	Local Fire	MT DNRC, BLM	TBD	Proposed	11
2006-0013	Landscape Treatments	Defensible Space Project: Alkali Creek Defensible Space Treatment Area	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li><li>Continue to work with landowners to implement agreed upon project plans.</li></ul>	Alkali Creek	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	High
2006-0014	Landscape Treatments	Defensible Space Project: Buffalo Trails Defensible Space Treatment Area	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities.	Buffalo Trails	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	Medium





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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0015	Landscape Treatments	Defensible Space Project: Cedar Ridge Defensible Space Treatment Area	<ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> <p>Continue to work with landowners to implement agreed upon project plans.</p>	Cedar Ridge	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	Medium
			<p>Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities.</p> <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> <p>Continue to work with landowners to implement agreed upon project plans.</p>							
2006-0016	Landscape Treatments	Defensible Space Project: Clapper Flats Defensible Space Treatment Area	<p>Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel</p>	Clapper Flats	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	Medium



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0017	Landscape Treatments	Defensible Space Project: Emerald Hills Defensible Space Treatment Area	<p>loads, ladder fuels, and tree densities.</p> <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> <p>Continue to work with landowners to implement agreed upon project plans.</p> <p>Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities.</p> <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> <p>Continue to work with landowners to implement agreed upon project plans.</p>	Emerald Hills	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	High
2006-0018	Landscape Treatments	Defensible Space Project: High Trails Defensible	<p>Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed</p>	High Trails	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	Medium



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0019		<b>Space Treatment Area</b>	eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.							
	<b>Landscape Treatments</b>	<b>Defensible Space Project: Hills Estates Defensible Space Treatment Area</b>	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.	Hills Estates	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	Medium
2006-0020	<b>Landscape Treatments</b>	<b>Defensible Space Project:</b>	Fuels reduction treatments in areas surrounding at-risk communities which may consist of	Indian Cliffs	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0021		<b>Indian Cliffs Defensible Space Treatment Area</b>	brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.							
	<b>Landscape Treatments</b>	<b>Defensible Space Project: Pleasant Hollow Defensible Space Treatment Area</b>	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.	Pleasant Hollow	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	Medium



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0022	Landscape Treatments	Defensible Space Project: Rehberg Ranch Estates Defensible Space Treatment Area	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.	Rehberg Ranch Estates	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	High
2006-0023	Landscape Treatments	Defensible Space Project: Shadow Canyon Defensible Space Treatment Area	Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul>	Shadow Canyon	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	Medium



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0024	Landscape Treatments	Defensible Space Project: White Buffalo Defensible Space Treatment Area	Continue to work with landowners to implement agreed upon project plans.	White Buffalo	1.1.1	Local Fire	MT DNRC	TBD	Incomplete	Medium
			Fuels reduction treatments in areas surrounding at-risk communities which may consist of brush clearing, selective tree removal, pruning, weed eradication, and slash removal in order to reduce hazardous fuel loads, ladder fuels, and tree densities. <ul style="list-style-type: none"><li>Locate funding source and conduct home site evaluations for structures in project areas. Develop project plans for individual landowners.</li></ul> Continue to work with landowners to implement agreed upon project plans.							
LT-2025-LF-0003	Landscape Treatments	Demonstration Projects	Identify local landowners and/or homeowners to provide examples of successful implementation of wildfire risk mitigations.	Yellowstone County	1.1.1	Local Fire	YC DES	TBD	Proposed	11
LT-2025-LF-0004	Landscape Treatments	Fuels Mitigation Methods Training for Local Fire Personnel	Provide trainings for effective fuels treatments to reduce wildfire risk.	Yellowstone County	1.1.1	Local Fire	MT DNRC	TBD	Proposed	11



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0025	Landscape Treatments	Home Site WUI Treatments & Maintenance	Home site treatments can begin after securing funding for the treatments and immediate implementation in Plan and implement an ongoing fuels reduction plan on Conservation Reserve Program lands surrounding home sites. Home site defensibility treatments must be maintained periodically to sustain benefits of the initial treatments. Each site should be assessed 5 years following initial treatment. Follow-up inspection reports with treatments as recommended years 5 through 10.	Yellowstone County	2.2.1	Local Fire	MT DNRC	TBD	Incomplete	High
2006-0026	Landscape Treatments	Re-entry of Home Site WUI Treatments	Re-entry treatments will be needed periodically to maintain the benefits of the initial WUI home treatments. Each re-entry schedule should be based on the initial inspection report recommendations, observations, and changes in local conditions. <ul style="list-style-type: none"><li>Generally occurs every 5-10 years.</li></ul>	Yellowstone County	2.2.1	Local Fire	MT DNRC	TBD	Ongoing	High
2006-0027	Landscape Treatments	Roadside Fuels Treatment: Alkali Creek Project Area	Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels.	Alkali Creek	1.1.1	Local Fire	YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
			<ul style="list-style-type: none"><li>• Update existing assessment of roads in Yellowstone County as to location.</li><li>• Secure funding for implementation of this project.</li><li>• Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>• Target 100' extending from each side of the roadway.</li></ul>							
LT-2025-LOFD-0001	Landscape Treatments	Fuels Mitigation Crew – Lockwood FD	Dedicated fuels mitigation crews to implement fuels reduction treatments.	Lockwood FD	1.1.1	Lockwood FD	-	TBD	Proposed	11
LT-2025-LOFD-0002	Landscape Treatments	Fuels Mitigation Program – Lockwood FD	Dedicated fuels mitigation program with supporting resources to implement fuels reduction treatments.	Lockwood FD	1.1.1	Lockwood FD	-	TBD	Proposed	11
LT-2025-MTDNRC-0001	Landscape Treatments	Billings Logan International Airport	Primary focus is reducing wildfire risk while improving forest health.	Billings Logan International Airport	1.1.1	MT DNRC	-	TBD	Ongoing	14
LT-2025-MTDNRC-0002	Landscape Treatments	Billings Logan International Airport State Section	Primary focus is reducing wildfire risk while improving forest health on state parcel S24 T01N R25E.	State parcel S24 T01N R25E.	1.1.1	MT DNRC	-	TBD	Ongoing	14





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LT-2025-MTDNRC-0003	Landscape Treatments	City of Billings and Gun & Rod Club Fuels Mitigation	Primary focus is reducing wildfire risk while improving forest health.	Billings, Gun & Rod Club	1.1.1	MT DNRC	City of Billings	TBD	Ongoing	14
LT-2025-MTDNRC-0004	Landscape Treatments	Emerald Hills Project	Primary focus is reducing wildfire risk while improving forest health.	Emerald Hills Priority Area	1.1.1	MT DNRC	-	TBD	Ongoing	14
LT-2025-MTDNRC-0005	Landscape Treatments	State Section S22 T01N R25E Fuels Reduction	This State section borders the neighborhood Rehberg Ranch. The primary focus is reducing wildfire risk while improving forest health on the Eastern border of state parcel S22 T01N R25E.	State parcel S22 T01N R25E	1.1.1	MT DNRC	-	TBD	Ongoing	14
LT-2025-MTDNRC-0006	Landscape Treatments	Two Moon Park Fuels Reduction Project	Primary focus is reducing wildfire risk while improving forest health.	Two Moon Park	1.1.1	MT DNRC	City of Billings	TBD	Ongoing	14
LT-2025-YRPA-0001	Landscape Treatments	Fuels Reduction on YRPA-owned and/or managed lands.	Fuels reduction targeting understory growth of Russian Olive and buckthorn	YRP-owned/managed lands (John H. Dover Memorial Park, Joel's Pond, Blue Creek FAS, Two Moon Park, Earl Guss Park, Mystic Park, NE Bypass Rd ROW)	1.1.1	YRPA	-	TBD	Proposed	14



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PCE-2025-LF-0006	Partnerships & Community Engagement	Public Outreach	Support the planning and implementation of public outreach methods to provide residents with resources to mitigate wildfire risk. Outreach events could include: <ul style="list-style-type: none"><li>• Smoke filters for public and business usage</li><li>• Update local zoning, sub. regs., growth policy, or adopt IWUIC code</li><li>• Identify specific fuels reduction projects</li><li>• Emergency notification systems</li><li>• Home hardening workshops</li><li>• Table at farmers markets</li><li>• Attend city council meetings</li><li>• Fire adapted working groups</li><li>• Public invites to Rx/ fuel reduction projects</li><li>• Mailing campaigns and billboards</li></ul>	Yellowstone County	2.1.1 2.1.2	Local Fire	MT DNRC	TBD	Pending	11
PCE-2025-LF-0005	Partnerships & Community Engagement	Strategic Public Education for Priority Areas	Target public education efforts in priority areas defined by this CWPP or local fire personnel.	Yellowstone County	2.1.1 2.1.2 2.3.2	Local Fire	YC DES, MT DNRC	TBD	Proposed	11



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P-2025-LAFD-0003	Prevention	Ignition Prevention - Laurel	Reduce ignition potential through fuels reduction projects and/or public education campaigns.	Clappers Flat, Yellowstone and Clark Fork River corridors, Moser Dome, radio towers, Molt, Broadview	2.3.2	Laurel FD	YC DES, MT DNRC	TBD	Proposed	11
P-2025-LF-0006	Prevention	Ignition Prevention – Agricultural Lands	Reduce ignitions on private agricultural lands with burnable fuels (i.e., dryland farming).	Yellowstone County	2.3.2	Local Fire	YC DES	TBD	Proposed	11
P-2025-LOFD-0003	Prevention	Ignition Prevention – Lockwood	Reduce ignition potential south of Lockwood (primarily lightning). Potential strategies include public education regarding best practices, watch-out situations.	Lockwood FD	2.3.2	Lockwood FD	YC DES	TBD	Proposed	11
P-2025-MTDNRC-0007	Prevention	Fire Prevention Planning	Create a Yellowstone County fire adapted working group for prevention education campaigns, seasonal prevention messages, support new residents, fuels reduction project and coordination, smoke preparedness, monitor 2025 CWPP, home hardening workshops, etc.	Yellowstone County	2.1.1 2.1.2 2.1.3 2.3.2 2.3.3	MT DNRC	YC DES, Local Fire	TBD	Proposed	11
P-2025-YCDES-0001	Prevention	Ignition Prevention	Reduce ignitions associated with: <ul style="list-style-type: none"><li>• Railroad lines, yards</li><li>• I-90</li><li>• Fireworks</li><li>• Campfires</li></ul>	Yellowstone County	2.3.2	YC DES	Local Fire, MT DNRC	TBD	Proposed	11



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P-2025-YCDES-0002	Prevention	Rural Residents & Fire Protection Information	<ul style="list-style-type: none"><li>trailer chains, vehicles, improper cigarette disposal, downed utility lines, farming equipment, and fireworks.</li></ul>	Yellowstone County	2.1.1 2.1.2	YC DES	Local Fire, MT DNRC	TBD	Proposed	11
			Improve public communications regarding the type and degree of fire protection depending upon property location. Develop maps that facilitate clear communication for landowners.							
			Reduce ignitions along NE Bypass Rd.							
P-2025-YRPA-0002	Prevention	Ignition Prevention – NE Bypass Rd.	Reduce ignitions along NE Bypass Rd.	John H. Dover Memorial Park	2.3.2	YRPA	Local Fire, MT DNRC	TBD	Proposed	11
P-2025-YRPA-0003	Prevention	Ignition Prevention – YRPA Lands	Reduce ignitions from unauthorized fireworks and/or campfires within park areas.	YRP-owned/managed lands (John H. Dover Memorial Park, Joel's Pond, Blue Creek FAS, Two Moon Park, Earl Guss Park, Mystic Park, NE Bypass Rd ROW)	2.3.2	YRPA	Local Fire, MT DNRC	TBD	Proposed	11
2006-0028	Public Engagement	Youth and Adult Wildfire Educational Programs	Youth and Adult Wildfire Educational Programs and Professional Development Training.	Yellowstone County	2.2.1		Local Fire, MT DNRC, BIA,	TBD	Incomplete	High



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2006-0029	Regulations, Law, & Policy	Adoption and enforcement of International Building Codes	Adoption and enforcement of International Building Codes and/or more stringent hazard-related building code provisions.	Yellowstone County	2.2.1		USFS, BLM YC DES	TBD	Ongoing	High
2006-0030	Regulations, Law, & Policy	Develop a county policy to support grant applications	Develop a county policy to support grant applications for projects resulting from this CWPP. Support grant applications as requested in a manner consistent with applications from residents and organizations in Yellowstone County.	Yellowstone County	1.1.1		YC DES	TBD	Ongoing	High
2006-0031	Regulations, Law, & Policy	Develop a policy to enforce "No Burning" restrictions	Develop a policy to enforce "No Burning" restrictions in specified at-risk communities. Consider and develop policy to address burning regulations for subdivisions and population clusters located in high wildfire risk areas. Specifically, a County policy concerning a "No Burning" restriction where subdivisions are juxtaposed near areas of high wildfire hazard.	Yellowstone County	2.2.1		YC DES	TBD	Ongoing	High
RPP-2025-LF-0007	Regulations, Policy, & Plans	Dry Hydrant Connection Standards	Develop county standards for dry hydrant connection types.	Yellowstone County	3.1.2 3.1.3	Local Fire	YC DES	TBD	Proposed	11



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RM-2025-BCVFD-0004	Resident Mitigation	Home Wildfire Risk Assessments – Blue Creek VFD	Provide wildfire risk assessments for homeowners.	Blue Creek VFD	2.1.1	Blue Creek VFD	MT DNRC	TBD	Proposed	11
RM-2025-BCVFD-0005	Resident Mitigation	Public Education – Fire Protection & Jurisdiction	Clarify protection jurisdiction for local residents. Support public education events that communicate this information.	Briarwood community	2.1.1 2.1.2	Blue Creek VFD	MT DNRC	TBD	Proposed	11
RM-2025-BCVFD-0006	Resident Mitigation	Training for Home Wildfire Risk Assessments – Blue Creek VFD	Host trainings for personnel to conduct wildfire risk assessments.	Blue Creek	2.1.1	Blue Creek VFD	MT DNRC	TBD	Proposed	11
RM-2025-LF-0008	Resident Mitigation	Prescribed Burn Training	Landowner training for prescribed burning.	Yellowstone County	2.3.3	Local Fire	MT DNRC, YC DES	TBD	Proposed	11
RM-2025-LOFD-0004	Resident Mitigation	Community Chipper Day	Host a community chipper day for at-risk communities to facilitate proactive land mitigation.	Lockwood FD	2.2.1	Lockwood FD	MT DNRC	TBD	Proposed	11
RM-2025-LOFD-0005	Resident Mitigation	Slash Drop-off	Provide opportunities for landowners to drop off slash materials to the landfill or designated drop-off zone. Consider specific periods of time/events to increase public education and promote engagement.	Lockwood FD	2.2.1	Lockwood FD	MT DNRC	TBD	Proposed	11



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RM-2025-LOFD-0017	Resident Mitigation	Wildfire Risk Assessment Training – Lockwood FD	Provide trainings for local fire personnel to conduct wildfire risk assessments for homeowners.	Lockwood FD	2.1.1	Lockwood FD	MT DNRC	TBD	Ongoing	11
RM-2025-LOFD-0018	Resident Mitigation	Wildfire Risk Assessments for Homeowners – Lockwood FD	Increase the availability of home wildfire risk assessments for homeowners.	Lockwood FD	2.1.1	Lockwood FD	MT DNRC	TBD	Proposed	11
RM-2025-MTDNRC-0008	Resident Mitigation	Home Wildfire Risk Assessment Training	Provide trainings for local fire personnel to conduct wildfire risk assessments for homeowners.	Yellowstone County	2.1.1	MT DNRC	Local Fire	TBD	Proposed	11
2006-0032	Safety & Evacuation	Fuel mitigation of “Emergency Evacuation Routes”	Fuels mitigation of the “Emergency Evacuation Routes” in the County to ensure these routes can be maintained in the case of an emergency.	Yellowstone County	1.1.1		YC DES, Local Fire	TBD	Incomplete	High
2006-0033	Safety & Evacuation	Post “Emergency Evacuation Route” signs	Post “Emergency Evacuation Route” signs along the identified Primary and Secondary access routes in the County. <ul style="list-style-type: none"><li>• Purchase of signs.</li><li>• Posting roads and making information available to residents about the importance of Emergency Routes.</li></ul>	Yellowstone County	1.1.1		YC DES, Local Fire	TBD	Incomplete	High
SE-2025-LAFD-0005	Safety & Evacuation	Evacuation Route Maintenance	Coordinate improved road maintenance through acquisition of ROW and/or coordination with	Clapper Flat Priority Area	3.4.1	Laurel FD	YC DES	TBD	Proposed	11



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			landowners who own private roads to ensure safe ingress/egress during emergency events.							
SE-2025-LAFD-0004	Safety & Evacuation	Ingress/Egress – Clapper Flat	Develop additional ingress/egress routes or enhance existing roads to facilitate evacuation traffic and improve emergency response. Consider right-of-way access through both public and private lands.	Clapper Flat Priority Area	3.4.1	Laurel FD	YC DES	TBD	Proposed	11
SE-2025-LF-0009	Safety & Evacuation	Evacuation Practice	Develop a county-wide evacuation program to host mock evacuation practices to familiarize responders and residents with key evacuation routes and at-risk communities.	Yellowstone County	3.4.1	Local Fire	YC DES	TBD	Proposed	11
SE-2025-LOFD-0006	Safety & Evacuation	Ingress/Egress – Emerald Hills	Develop additional ingress/egress routes or enhance existing roads to facilitate evacuation traffic and improve emergency response.	Emerald Hills Priority Area	3.4.1	Lockwood FD	YC DES	TBD	Proposed	11
SE-2025-LOFD-0007	Safety & Evacuation	Two-color Evacuation System – Emerald Hills	Implement a two-color evacuation system to identify alternate/backup evacuation routes.	Emerald Hills Priority Area	3.4.1	Lockwood FD	YC DES	TBD	Proposed	11
SE-2025-YCDES-0003	Safety & Evacuation	Emergency Communications	Improve public outreach regarding county-wide emergency communications sign-up.	Yellowstone County	3.2.1 3.2.2 3.4.1	YC DES	Local Fire	TBD	Proposed	11





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SE-2025-YCDES-0004	Safety & Evacuation	Emergency Signage & Communications	Improve public education regarding evacuations and emergency events through signage.	YRPA	3.2.1 3.2.2 3.4.1	YC DES	YRPA, Local Fire	TBD	Proposed	11
SE-2025-YCDES-0005	Safety & Evacuation	Evacuation Planning	Improve public outreach and resources that prepare homeowners for evacuation.	Yellowstone County	3.2.1 3.2.2 3.4.1	YC DES	Local Fire	TBD	Proposed	11
SE-2025-YCDES-0006	Safety & Evacuation	Ready, Set, Go! Program	Support the implementation of the Ready, Set, Go! Program within Yellowstone County. Adapt program resources to fit the needs of the County.	Yellowstone County	2.1.1 2.1.2	YC DES	Local Fire	TBD	Proposed	11
SE-2025-YCDES-0007	Safety & Evacuation	Safety zones	Support the identification and/or development of safety zones within at-risk communities.	Yellowstone County	3.2.1 3.4.1	YC DES	Local Fire	TBD	Proposed	11
2006-0034	Wildfire Response	Access improvements of bridges, cattle guards, and road surfaces	Access improvements of bridges, cattle guards, and limiting road surfaces. <ul style="list-style-type: none"><li>Update existing assessment of travel surfaces, bridges, and cattle guards in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Conduct engineering assessment of limiting</li></ul>	Yellowstone County	2.2.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	High



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			<p>weight restrictions for all surfaces (e.g., bridge weight load maximums).</p> <ul style="list-style-type: none"><li>• Consider cost-share between County, BLM, BIA, State, and private based on landownership associated with road locations.</li><li>• Post weight restriction signs on all crossings, copy information to rural fire departments and wildland fire protection agencies in affected areas.</li><li>• Identify limiting road surfaces in need of improvements to support wildland firefighting vehicles and other emergency equipment.</li><li>• Develop plan for improving limiting surfaces including budgets, timing, and resources to be protected for prioritization of projects (benefit/cost ratio analysis).</li></ul>							



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2006-0035	Wildfire Response	Access improvements through roadside fuels management	<ul style="list-style-type: none"><li>Create budget based on full assessment.</li></ul> Fuels reduction treatments within 100' on either side of identified roadway. Treatment will typically consist of mowing grass-dominated fuels. <ul style="list-style-type: none"><li>Update existing assessment of roads in Yellowstone County as to location.</li><li>Secure funding for implementation of this project.</li><li>Specifically address access issues listed below, plus recreation areas, and others identified in assessment.</li><li>Target 100' extending from each side of the roadway.</li></ul>	Yellowstone County	1.1.1		YC DES, BLM, USFS, BIA, MT DNRC	TBD	Incomplete	See Projects
2006-0036	Wildfire Response	Acquire sites and install dry hydrants	Acquire sites and install dry hydrants on Pine Hills Road, High Trails Road, Coburn Hill Road, Yellowstone Trail Road, and Box Canyon Spring Road.	Pine Hills Rd, High Trails Rd, Coburn Hill Rd, Yellowstone Trail Rd, Box Canyon Spring Rd	1.1.1		Local Fire	TBD	Unknown	High
2006-0037	Wildfire Response	Additional heated	Additional heated equipment storage facility for the Broadview Fire Department #3.	Broadview FD	1.1.1		Local Fire	TBD	Unknown	Medium



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2006-0038	Wildfire Response	<b>equipment storage facility</b> <b>Construction of Shepherd Volunteer Fire Department satellite station</b>	Construction of a Shepherd Volunteer Fire Department satellite station in the Hidden Lake area.	Shepherd VFD	2.2.1		Local Fire	TBD	Unknown	High
2006-0039	Wildfire Response	<b>Equip Laurel Emergency Operations Center</b>	Equip Laurel Emergency Operations Center with radios and phone lines.	Laurel FD	2.2.1		Local Fire	TBD	Incomplete	High
2006-0040	Wildfire Response	<b>Erect a repeater tower</b>	Erect a repeater tower on the site donated by the Conover Ranch near Broadview.	Broadview FD	2.2.1		Local Fire	TBD	Incomplete	Medium
2006-0041	Wildfire Response	<b>Erect a repeater tower system</b>	Erect a repeater tower system to support the Shepherd Volunteer Fire Department and Shepherd community.	Shepherd VFD	1.1.1		Local Fire	TBD	Incomplete	High
2006-0042	Wildfire Response	<b>Establish higher capacity municipal well and storage tank</b>	Establish a site and install a higher capacity municipal well and pump and a 100,000 gallon storage tank for the town of Broadview. <ul style="list-style-type: none"><li>Identify populated areas lacking sufficient water supplies and develop project plans to develop fill or helicopter dipping sites.</li></ul>	Broadview FD	1.1.1		Local Fire	TBD	Unknown	Medium



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2006-0043	Wildfire Response	Establish non-potable water well and storage system	Establish a non-potable water well and storage system to supply fire hydrants, dry hydrants, and fire suppression systems in public buildings in the town of Broadview. <ul style="list-style-type: none"><li>Conduct feasibility study and identify non-potable water source.</li><li>Establish well and storage system and install water lines throughout the community to handle non-potable water.</li><li>On-going: Update public facilities with fire suppression systems using the non-potable water source.</li></ul>	Broadview FD	2.2.1		Local Fire	TBD	Unknown	Medium
2006-0044	Wildfire Response	Increased training and capabilities of firefighters	Develop a multi-county training schedule that extends 2 or 3 years in advance (continuously).	Yellowstone County	1.1.1		Local Fire	TBD	Incomplete	High
2006-0045	Wildfire Response	Obtain a 4x4 pumper truck and water tender	Obtain a 4x4 pumper truck and a 1,500-2,000 gallon water tender for the Laurel Fire Department.	Laurel FD	1.1.1		Local Fire	TBD	Unknown	Low



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2006-0046	Wildfire Response	Obtain a Type 3 WUI pumper truck	Obtain a Type 3 WUI pumper truck for the Laurel Urban Fire Service Area.	Laurel FD	2.2.1		Local Fire	TBD	Incomplete	High
2006-0047	Wildfire Response	Obtain a Type 6 wildland engine and wood chipper	Obtain a Type 6 wildland engine and a wood chipper for Lockwood Fire District #8.	Lockwood FD	2.2.1		Local Fire	TBD	Unknown	Medium
2006-0048	Wildfire Response	Obtain funding for Broadview Fire District #3 Structural Capabilities	Obtain funding to add structural fire responsibilities to Broadview Fire District #3, which would include personnel incentives, additional rolling stock equipped with structural firefighting capabilities, structural turnout gear, and a larger equipment storage facility.	Broadview FD	1.1.1		Local Fire	TBD	Unknown	Low
2006-0049	Wildfire Response	Obtain structural engine and Type 3 engines	Obtain one structural engine, 3 Type 3 engines (to replace old 6x6's), and one Type 2 water tender for the Shepherd Volunteer Fire Department.	Shepherd VFD	2.2.1		Local Fire	TBD	Unknown	Medium
2006-0050	Wildfire Response	Obtain Type 6 engine, pumper trucks, and storage facility	Obtain a Type 6 engine, two 1,000 gallon pumper trucks, and a heated truck storage facility for the Worden Volunteer Fire Department.	Worden VFD	2.2.1		Local Fire	TBD	Unknown	Medium
2006-0051	Wildfire Response	Obtain Type 6 wildland fire truck and equipment	Obtain a Type 6 wildland fire truck, a ProPAC foam kit, a floater pump, and additional personal protective equipment	Broadview FD	1.1.1		Local Fire	TBD	Unknown	Medium



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2006-0052	Wildfire Response	Retention of Volunteer Fire Fighters	for the Broadview Fire District #3. 5 Year Planning Horizon, extended planning timeframe. Target an increased recruitment (+10%) and retention (+20% longevity) of volunteers. Apply for S.A.F.E.R. grants. <ul style="list-style-type: none"> <li>Develop incentives program and implement it.</li> </ul>	Yellowstone County	2.2.1		Local Fire	TBD	Incomplete	High
WR-2025-BCVFD-0007	Wildfire Response	Alternative Funding Mechanisms	Identify alternative funding mechanisms to support Blue Creek Fire operations.	Blue Creek VFD	3.5.1	Blue Creek VFD	-	TBD	Proposed	11
WR-2025-BCVFD-0008	Wildfire Response	Equipment Purchase – Replace Expired PPE, Gear, and Equipment	Update expired gear per the NFPA requirements. Expires after 10 years.	Blue Creek VFD	3.5.1	Blue Creek VFD	-	TBD	Proposed	11
WR-2025-BCVFD-0009	Wildfire Response	Equipment Purchase – Structural Fire PPE	Purchase structure PPE.	Blue Creek VFD	3.5.1	Blue Creek VFD	-	TBD	Proposed	11
WR-2025-BCVFD-0010	Wildfire Response	Equipment Purchase – Structure Engine, Pumper Truck	Purchase a structure engine/pumper truck.	Blue Creek VFD	3.5.1	Blue Creek VFD	-	TBD	Proposed	11



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WR-2025-BCVFD-0011	Wildfire Response	Improved Mutual Aid Agreement - Briarwood	Develop clear and effective mutual aid agreements.	Briarwood community	3.3.1	Blue Creek VFD	Local Fire, MT DNRC, BLM	TBD	Proposed	11
WR-2025-BCVFD-0012	Wildfire Response	Volunteer Incentives	Provide stipends for volunteer personnel attending trainings, responding to calls.	Blue Creek VFD	3.5.1	Blue Creek VFD	-	TBD	Proposed	11
WR-2025-HBVFD-0002	Wildfire Response	Equipment Purchase – Fire Truck(s)	Purchase two trucks to respond to incidents county-wide and assist with incident command, access, suppression and landowner coordination, evacuations, etc.	Haley Bench VFD	3.5.1	Haley Bench VFD	-	TBD	Proposed	11
WR-2025-LAFD-0006	Wildfire Response	Clapper Flats Repeater Site	Construct repeater site near Clapper Flats to improve radio communications.	Laurel FD	3.5.1	Laurel FD	-	TBD	Proposed	11
WR-2025-LAFD-0007	Wildfire Response	Develop Dry Hydrants	Develop additional dry hydrants.	Laurel FD	3.5.1	Laurel FD	-	TBD	Proposed	11
WR-2025-LAFD-0008	Wildfire Response	Equipment Purchase – Tactical Water Tender	Purchase tactical water tender.	Laurel FD	3.5.1	Laurel FD	-	TBD	Proposed	11
WR-2025-LAFD-0009	Wildfire Response	Equipment Purchase – Type IV Engines	Purchase Type IV engines.	Laurel FD	3.5.1	Laurel FD	-	TBD	Proposed	11
WR-2025-LAFD-0010	Wildfire Response	WUI Firefighting Training	Provide trainings on WUI firefighting strategy and tactics, rapid property triage	Laurel FD	3.5.1	Laurel FD	-	TBD	Proposed	11





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WR-2025-LF-0010	Wildfire Response	Cross-Boundary Collaboration	Promote consistent coordination between fire jurisdictions to ensure effective cross-boundary collaboration during wildfire incidents.	Yellowstone County	3.3.1	Local Fire	YC DES	TBD	Proposed	11
WR-2025-LF-0011	Wildfire Response	Develop Incident Protocols	Develop clear and actionable protocol for responders to implement during wildfire incidents.	Yellowstone County	3.3.1	Local Fire	YC DES	TBD	Proposed	11
WR-2025-LF-0013	Wildfire Response	Improved Mutual Aid Agreements	Develop mutual aid agreements that promote response support from surrounding jurisdictions. Review and revise agreements as-needed to reflect changing conditions and host joint training exercises to ensure functionality of agreement protocols.	Yellowstone County	3.3.1	Local Fire	MT DNRC, BLM, BIA, USFS, YC DES	TBD	Proposed	11
WR-2025-LF-0012	Wildfire Response	Joint Trainings with Local Fire and the Yellowstone County Sheriff's Office	Host regular joint trainings with the Yellowstone County Sheriff's Office focused on incident response, management, and evacuations.	Lockwood FD	3.5.1	Local Fire	YCSO	TBD	Proposed	11
WR-2025-LF-0014	Wildfire Response	Workforce Capacity	Increase local fire station staffing through additional funding for part- and full-time positions, particularly during wildland fire season.	Yellowstone County	3.5.1	Local Fire	MT DNRC	TBD	Proposed	11
WR-2025-LOFD-0008	Wildfire Response	Aerial Drone Reconnaissance Program	Develop drone program to provide aerial reconnaissance during incidents.	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11



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Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
WR-2025-LOFD-0009	Wildfire Response	Communications Mapping	Communications mapping to review where comms coverage should be improved/augmented	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11
WR-2025-LOFD-0010	Wildfire Response	Construction of Additional Fire Station near Emerald Hills	Construct additional fire station near Emerald Hills with supporting resources and staffing.	Emerald Hills Priority Area	3.5.1	Lockwood FD	-	TBD	Proposed	11
WR-2025-LOFD-0011	Wildfire Response	Dry Hydrant Installation	Install additional dry hydrants. Consider coordinating with landowners to facilitate development and community support.	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11
WR-2025-LOFD-0012	Wildfire Response	Dry Hydrant Training	Training for proper and effective use of dry hydrants (Taig O'Donnell)	Lockwood FD	3.5.1	Lockwood FD	MT DNRC	TBD	Proposed	11
WR-2025-LOFD-0013	Wildfire Response	Enhance or Retrofit Infrastructure for Wildfire Response – Emerald Hills	Enhance/retrofit existing roadways and infrastructure to accommodate larger firefighting apparatus.	Emerald Hills Priority Area	3.5.1	Lockwood FD	YC DES	TBD	Proposed	11
WR-2025-LOFD-0014	Wildfire Response	Equipment Purchase – Adaptive Equipment for Dry Hydrants	Purchase adaptive equipment to facilitate connection to various types of dry hydrants.	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11
WR-2025-LOFD-0015	Wildfire Response	Equipment Purchase – Type	Purchase Type IV engines and additional water tender to augment	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11



## Yellowstone County Community Wildfire Protection Plan

July 2025

Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
		<b>IV Engines, Water Tender</b>	current fire station and potential additional station.							
WR-2025-LOFD-0016	<b>Wildfire Response</b>	<b>Radio Tower Upgrade – Lockwood</b>	Radio tower upgrade to improve communications in Lockwood area	Lockwood FD	3.5.1	Lockwood FD	-	TBD	Proposed	11
WR-2025-MTDNRC-0009	<b>Wildfire Response</b>	<b>MT DNRC Staffing</b>	MT DNRC station staffing with patrols during fire season.	Yellowstone County	3.5.1	MT DNRC	Local Fire	TBD	Proposed	11
WR-2025-YCDES-0006	<b>Wildfire Response</b>	<b>Strategic Grader Staging</b>	Stage graders throughout the County to facilitate expedited response.	Yellowstone County	3.5.1	YC DES	Local Fire	TBD	Proposed	11

<sup>1</sup> Actions with Priority Rankings of "High", "Medium", or "Low" were assigned in the 2006 CWPP according to different criteria than established by the 2025 CWPP. Numerical priority ranking scores assigned in this table represent preliminary, high-level evaluations subject to refinement through the prioritization process identified in the 2025 CWPP.



## Completed Actions

Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0053	Regulations, Law, & Policy	Develop County policy requiring dry hydrants	Develop County policy requiring the installation of dry hydrants in subdivisions with 5 or more dwellings. Consider and develop policy to address the need for additional water resources for homes and businesses located in high wildfire risk areas. Specifically, a County policy requiring the installation of dry hydrants in subdivisions with 5 or more dwellings, especially where adjacent to heavy wildland fuels.	Yellowstone County	1.1.1	Local Fire	YC DES	NA	Complete	High
2006-0054	Regulations, Law, & Policy	Develop county policy concerning access in WUI areas	Develop county policy concerning access in moderate to high-risk WUI areas where subdivisions are built to ensure adequate ingress and egress during wildfire emergencies. Consider and develop policy to address access language for homes and businesses located in moderate to high wildfire risk areas. Specifically, a County policy concerning road widths, turning radii, and number of access points.	Yellowstone County	2.2.1	YC DES	Local Fire	NA	Complete	High



## Yellowstone County Community Wildfire Protection Plan

July 2025

Action ID	Mitigation Type	Project Name	Description	Location(s)	Strategies	Lead	Support	Estimated Cost	Status	Priority Ranking Score <sup>1</sup>
2006-0055	Wildfire Response	Improve communications	Improve communications throughout the County by installing additional repeater towers and obtaining portable repeaters for emergency response personnel.	Yellowstone County	2.2.1	YC DES	Local Fire	NA	Complete	High
2006-0056	Wildfire Response	Establish onsite water sources	Establish onsite water sources such as dry hydrants or underground storage tanks for rural housing developments. <ul style="list-style-type: none"><li>Identify populated areas lacking sufficient water supplies and develop project plans to develop fill or helicopter dipping sites.</li></ul>	Yellowstone County	1.1.1	YC DES	Local Fire, MT DNRC	NA	Complete	High
2006-0057	Wildfire Response	Support construction of new Fire Station/Clinic/Pharmacy/Community Center	Support the construction of the new Fire Station/Clinic/Pharmacy/Community Center proposed in Lockwood.	Lockwood FD	2.2.1	Local Fire	-	NA	Complete	High
LT-2025-BLM-0001	Landscape Treatments	Antelope Creek Hazardous Fuels Reduction	Treatment of hazardous fuels/conifers mechanically and with prescribed fire. <ul style="list-style-type: none"><li>Project is completed.</li></ul>	Antelope Creek	1.1.1	BLM	-	NA	Complete	NA

<sup>1</sup>Actions with Priority Rankings of "High", "Medium", or "Low" were assigned in the 2006 CWPP according to different criteria than established by the 2025 CWPP. Numerical priority ranking scores assigned in this table represent preliminary, high-level evaluations subject to refinement through the prioritization process identified in the 2025 CWPP.



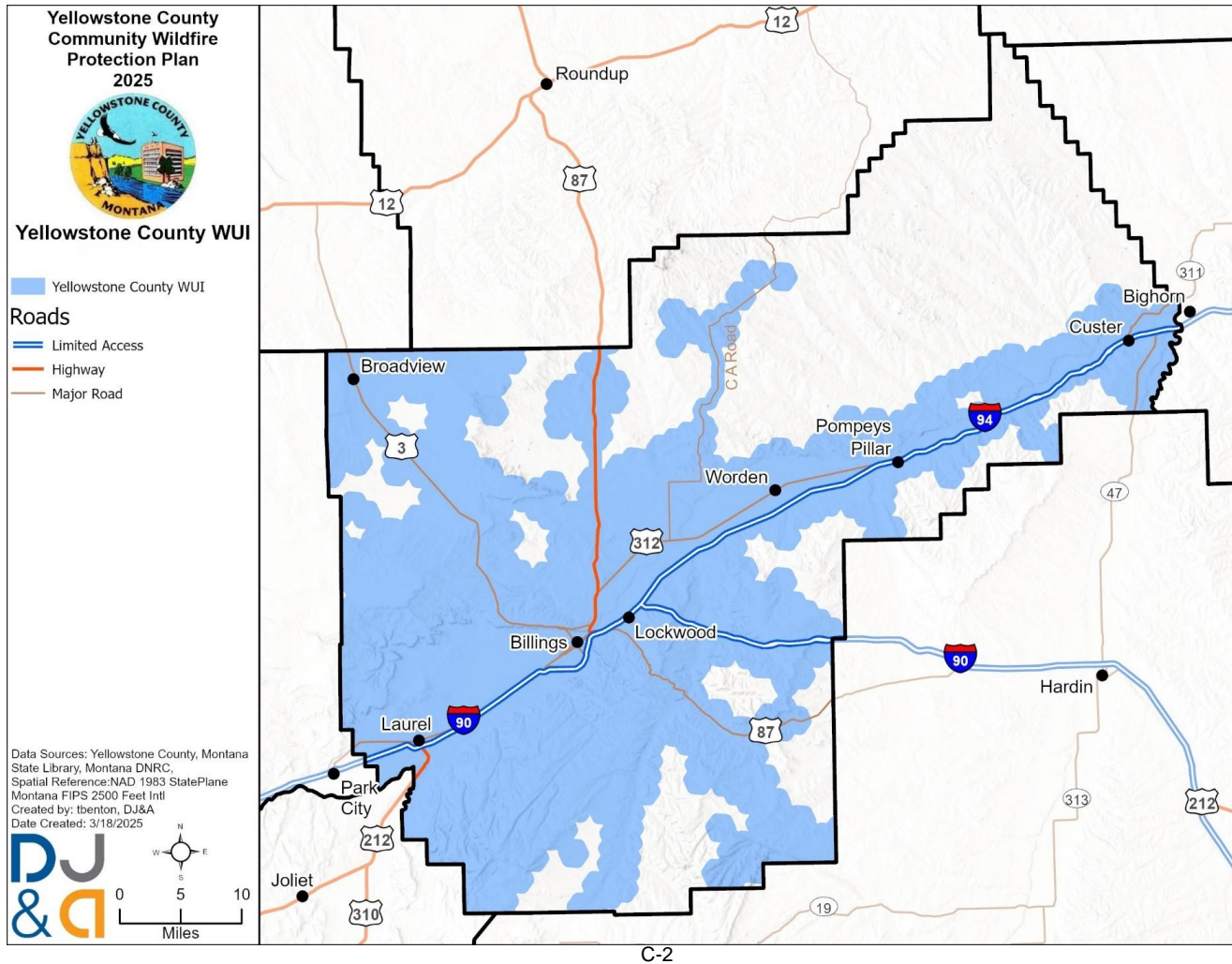
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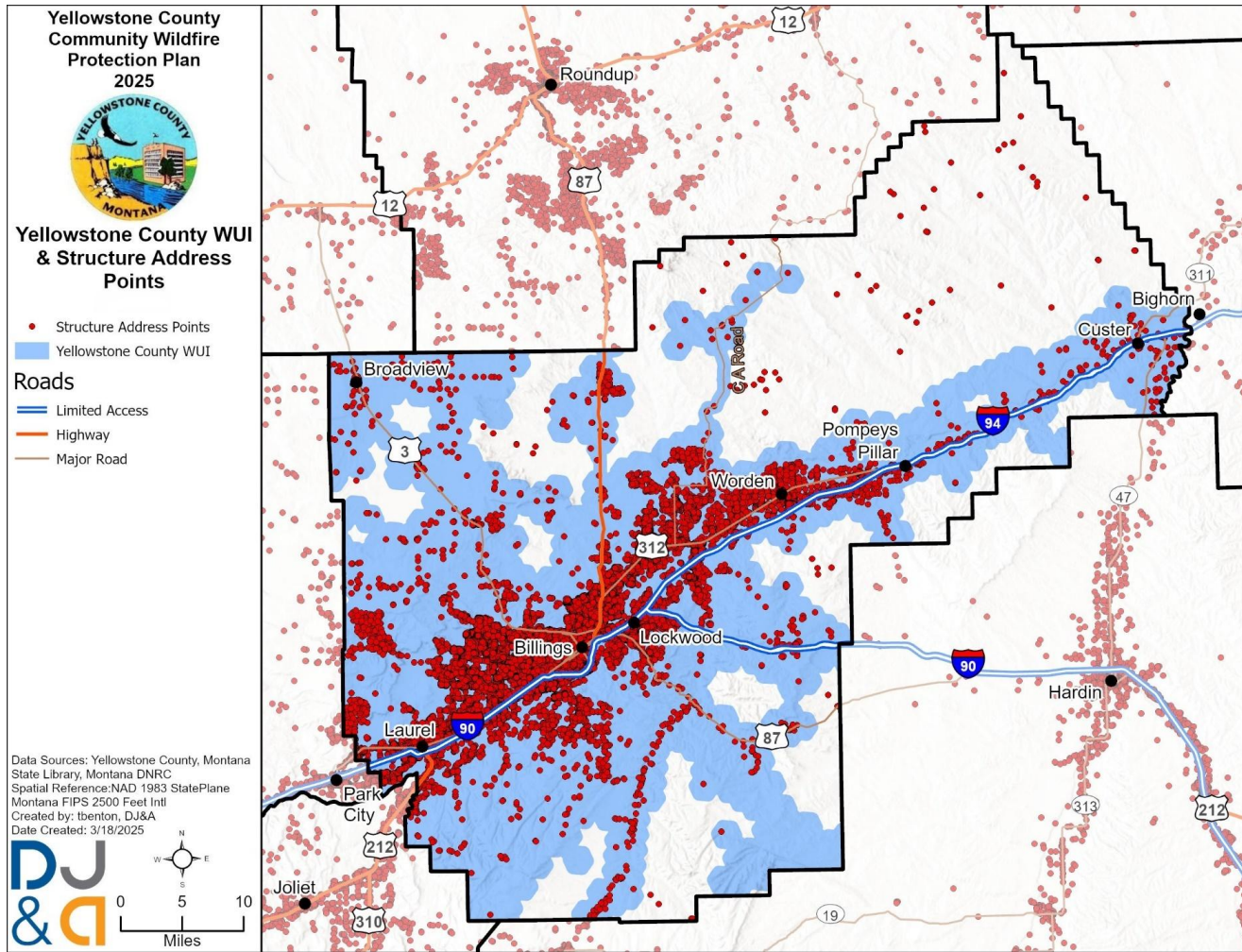
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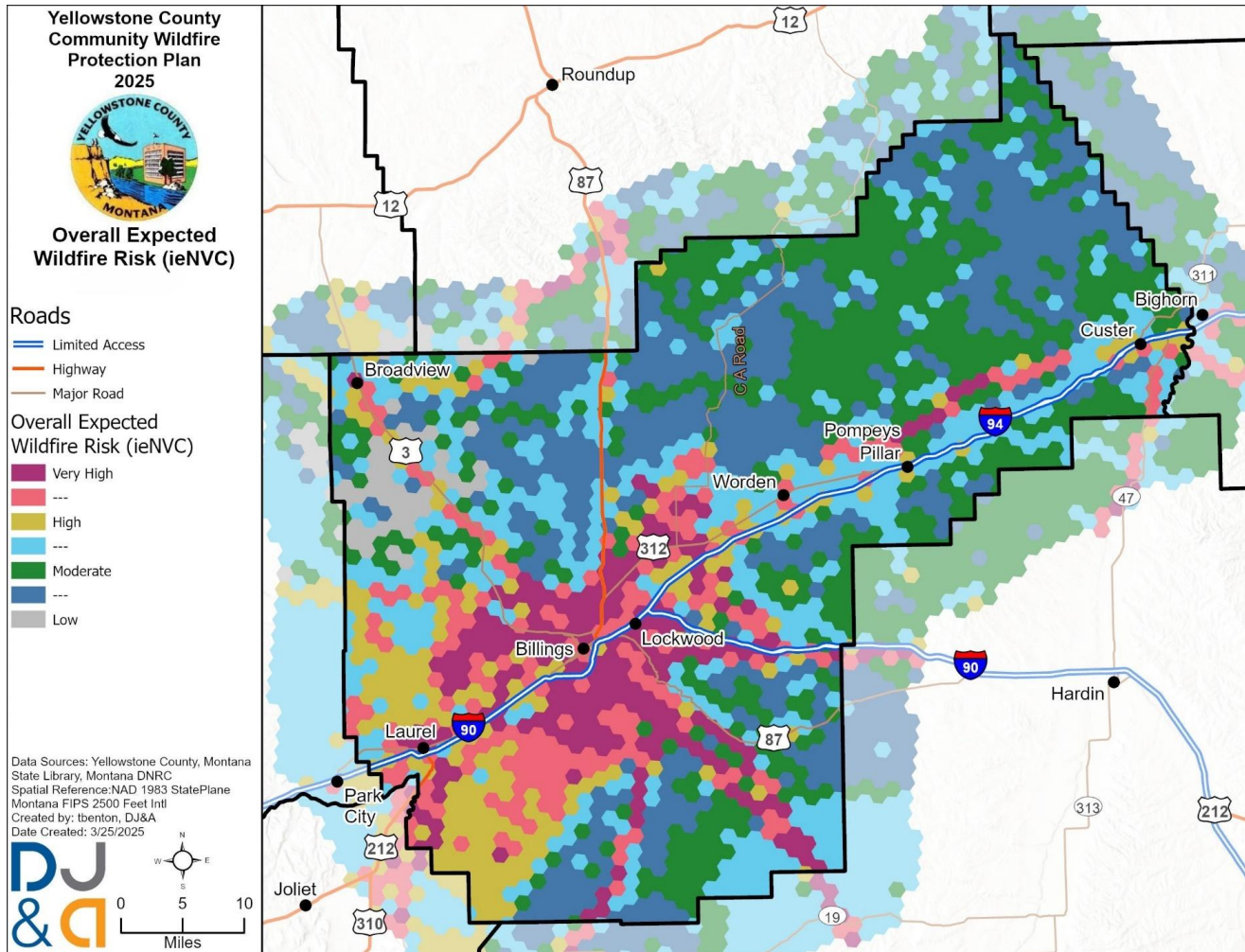
## Yellowstone County Community Wildfire Protection Plan

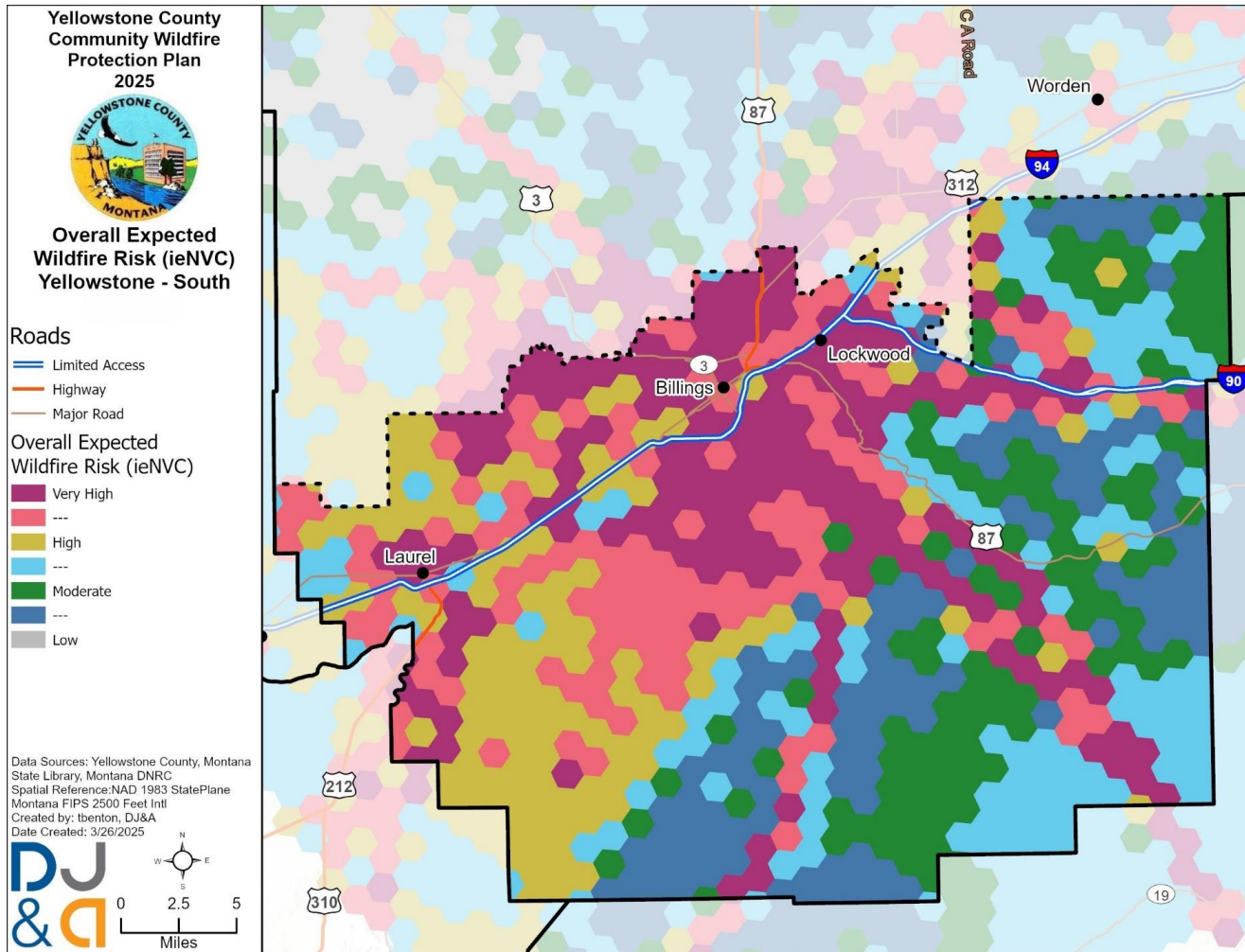
July 2025

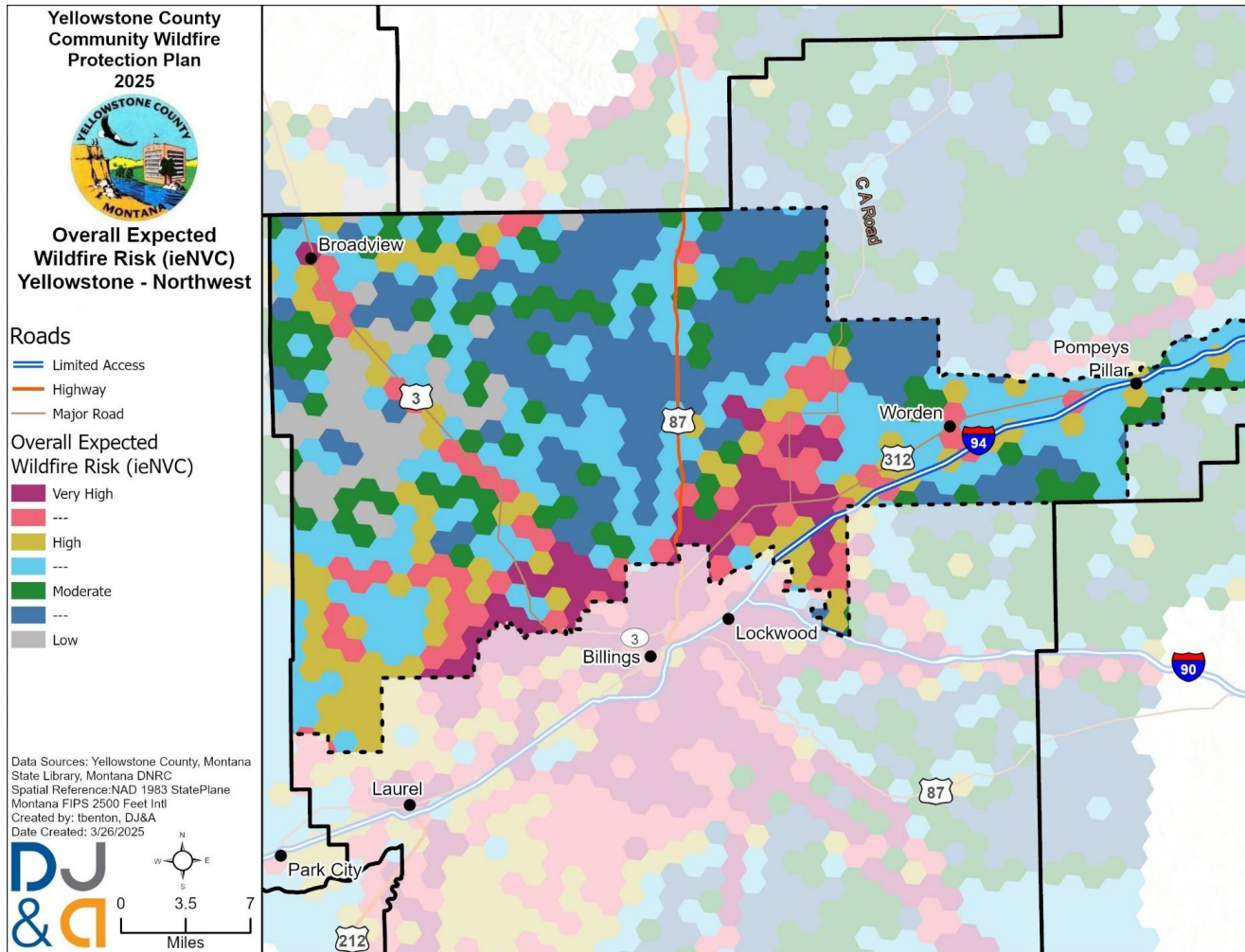




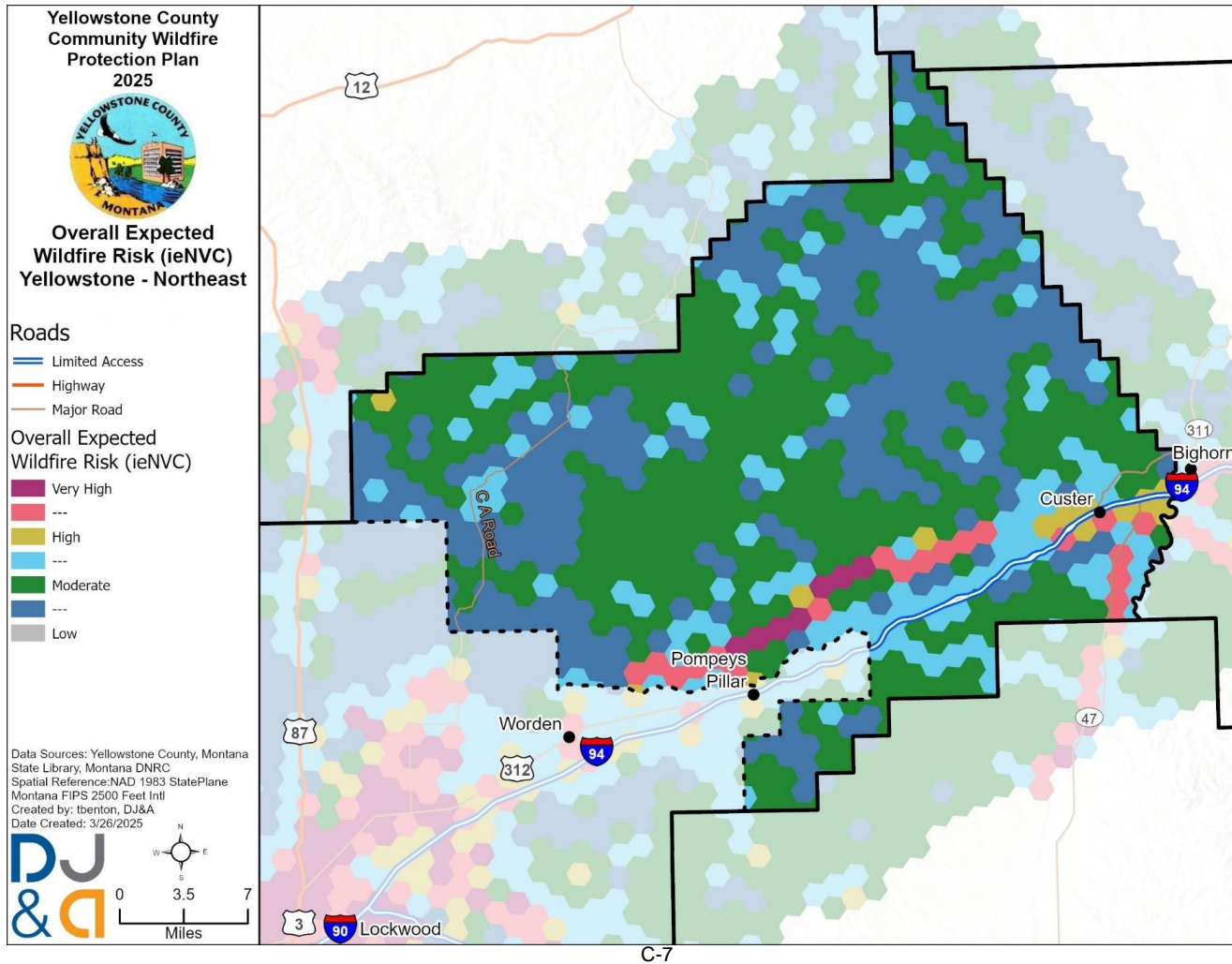


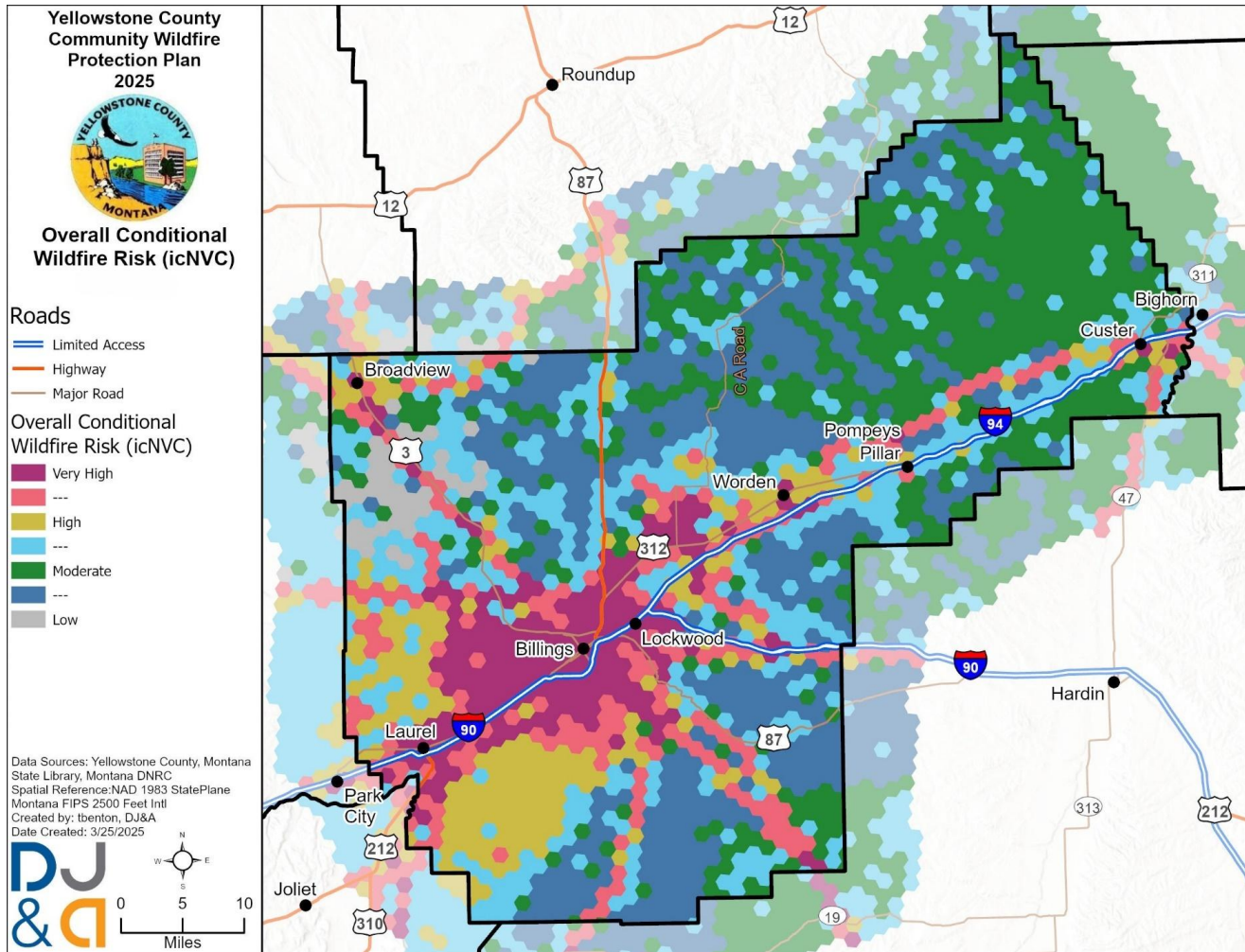


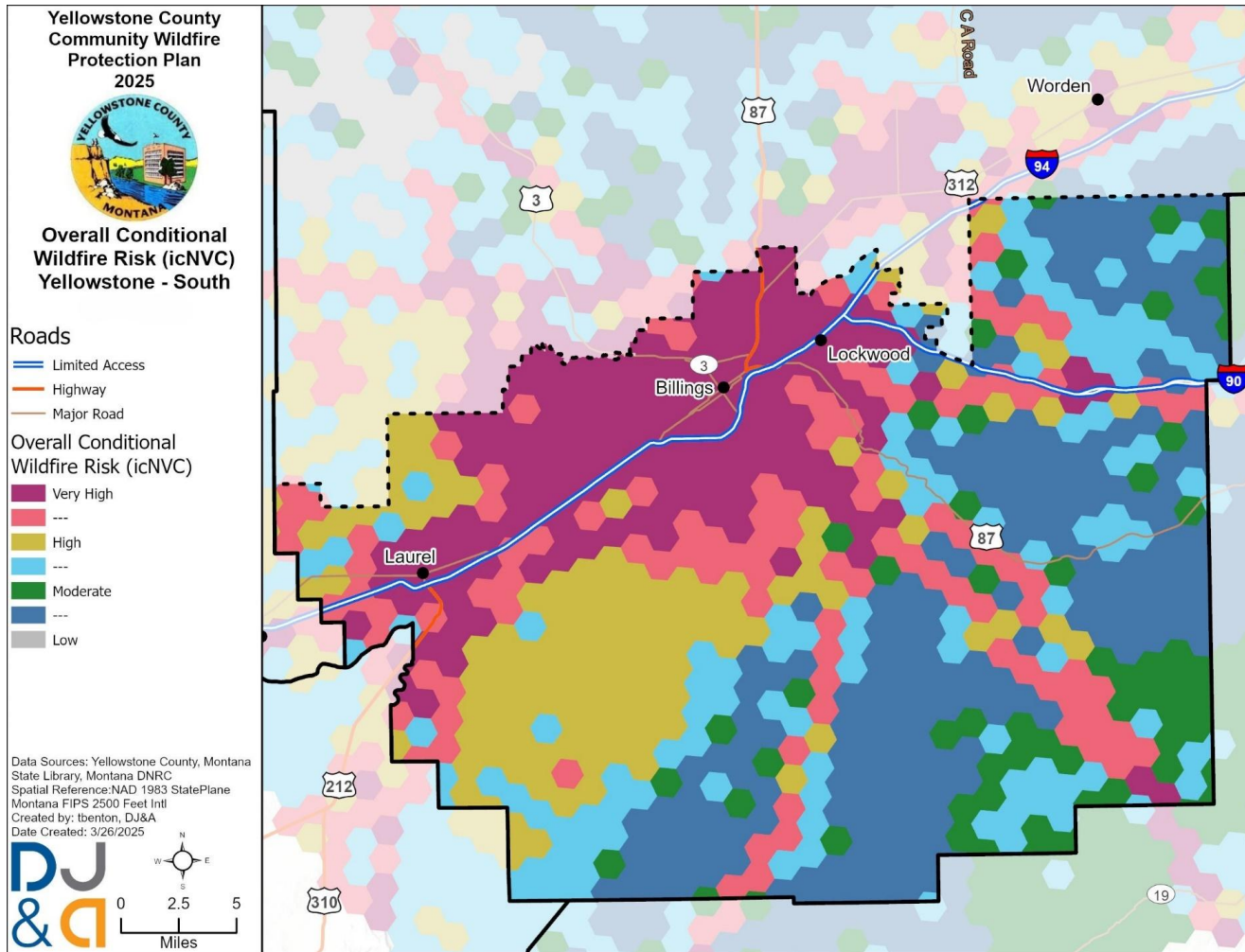




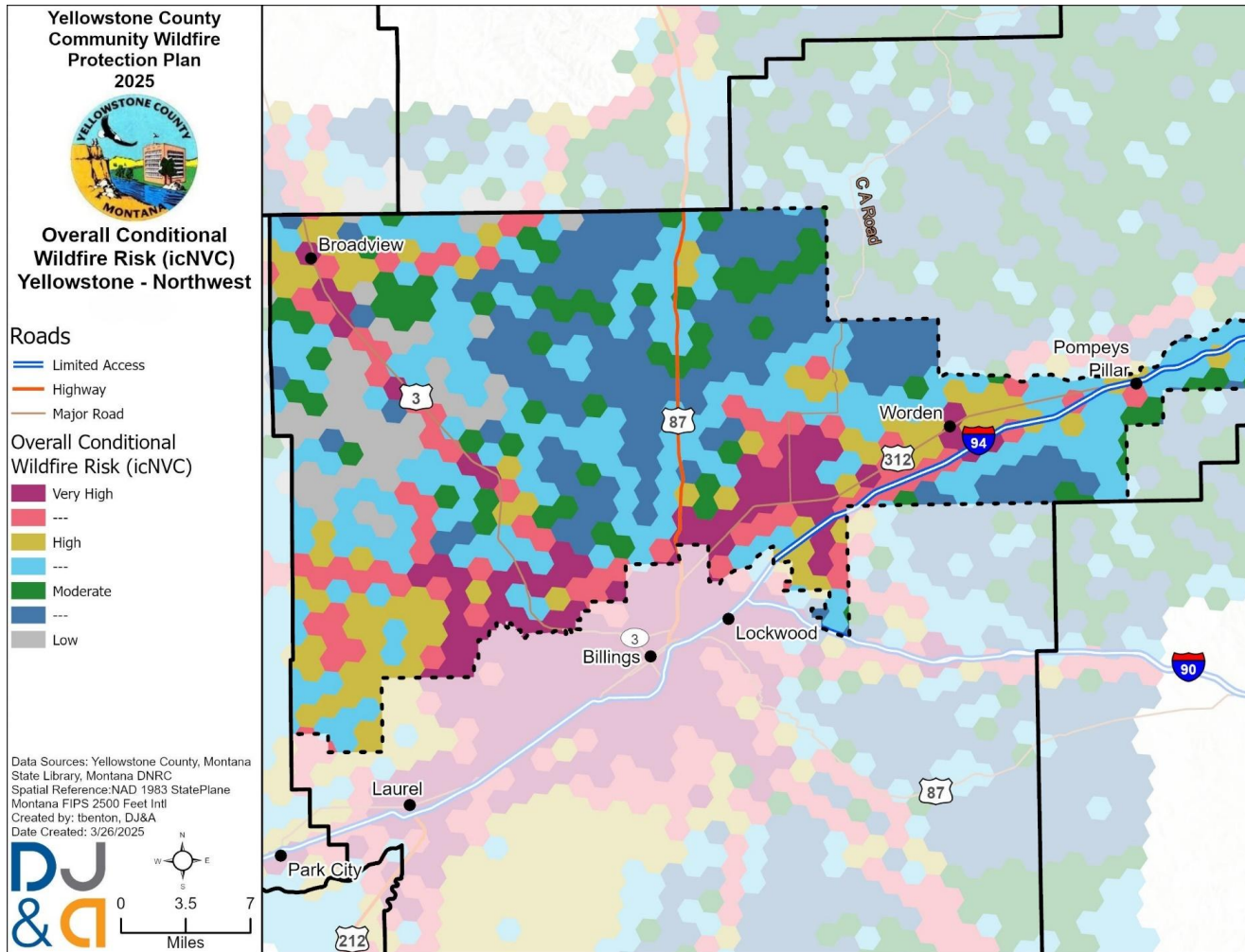


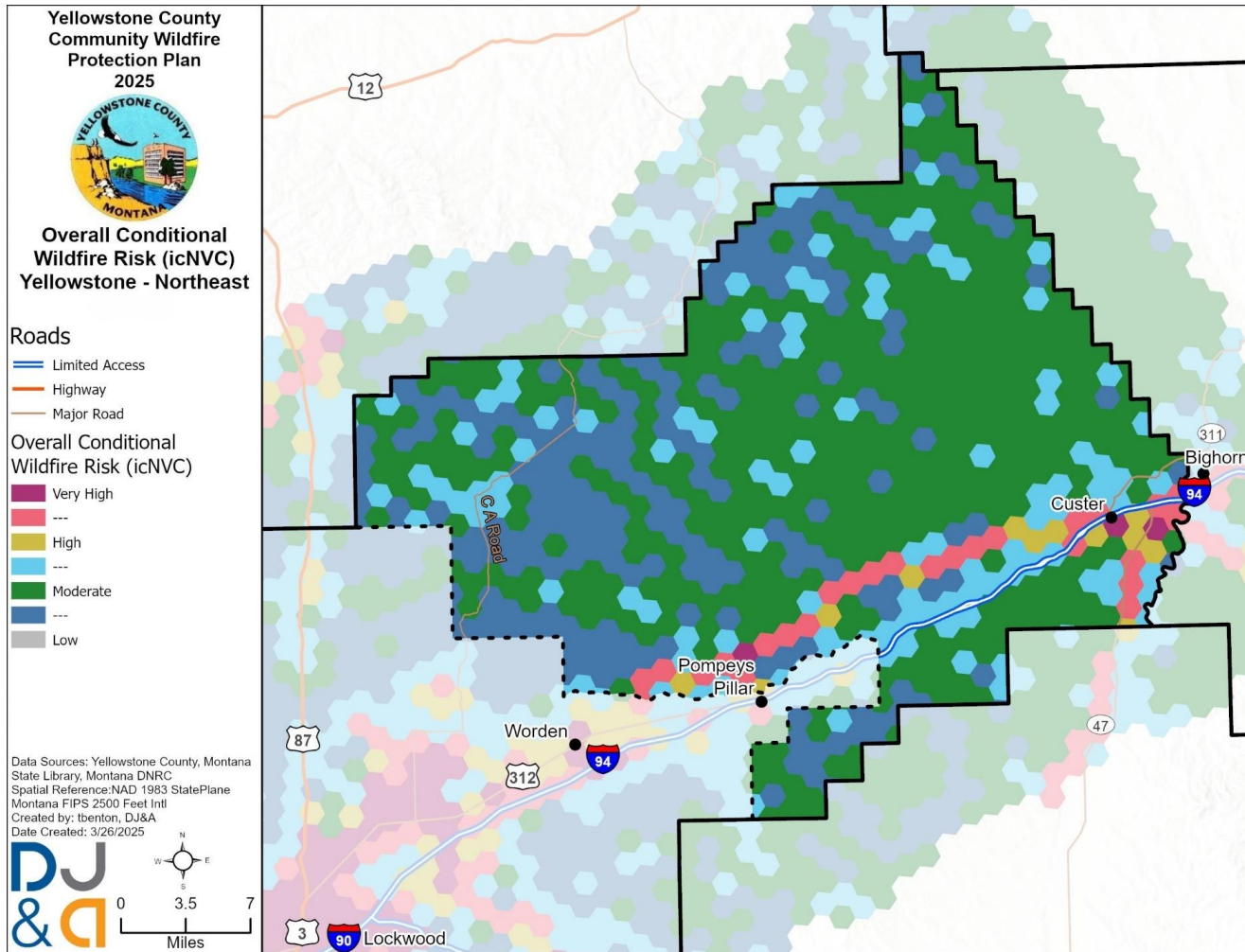




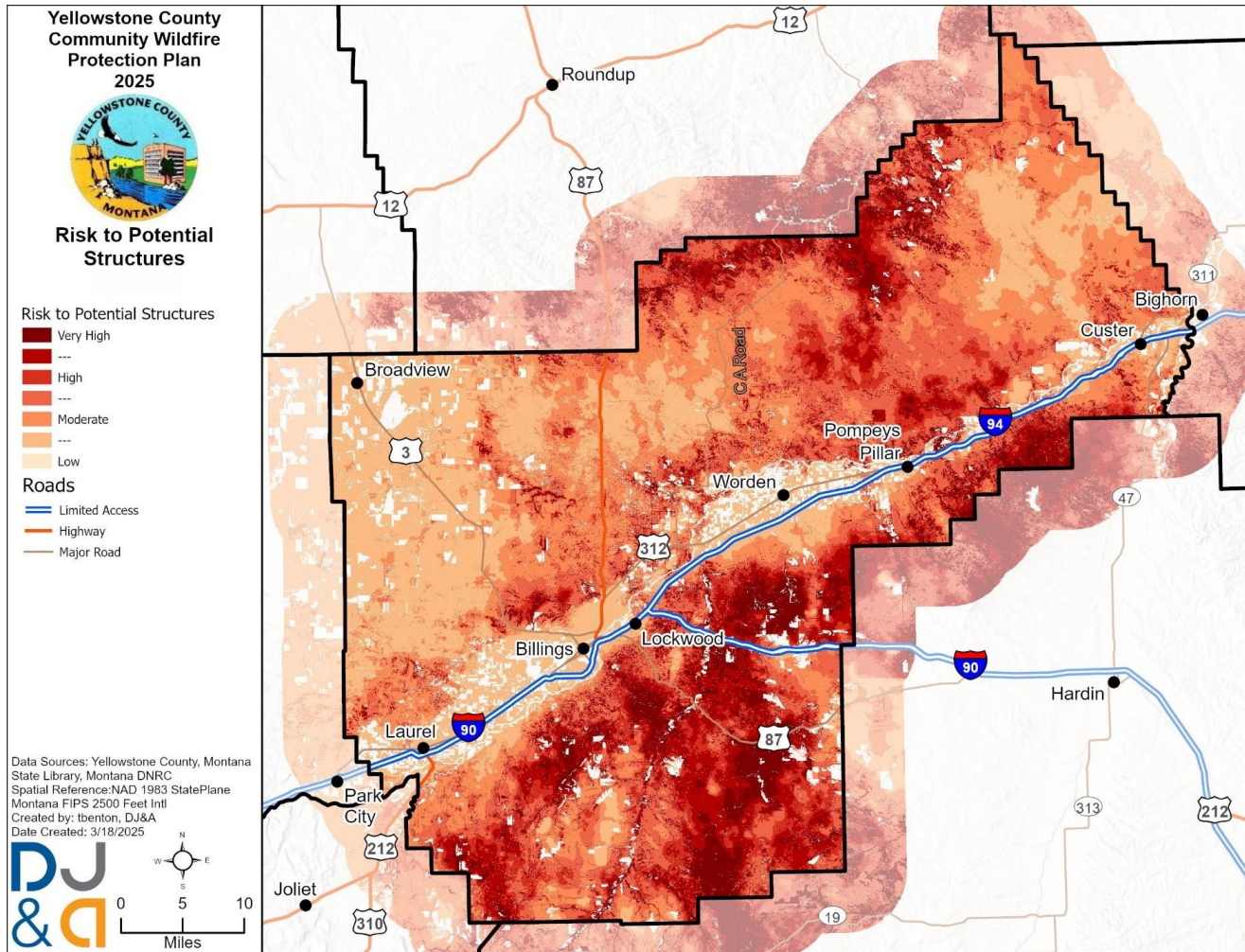


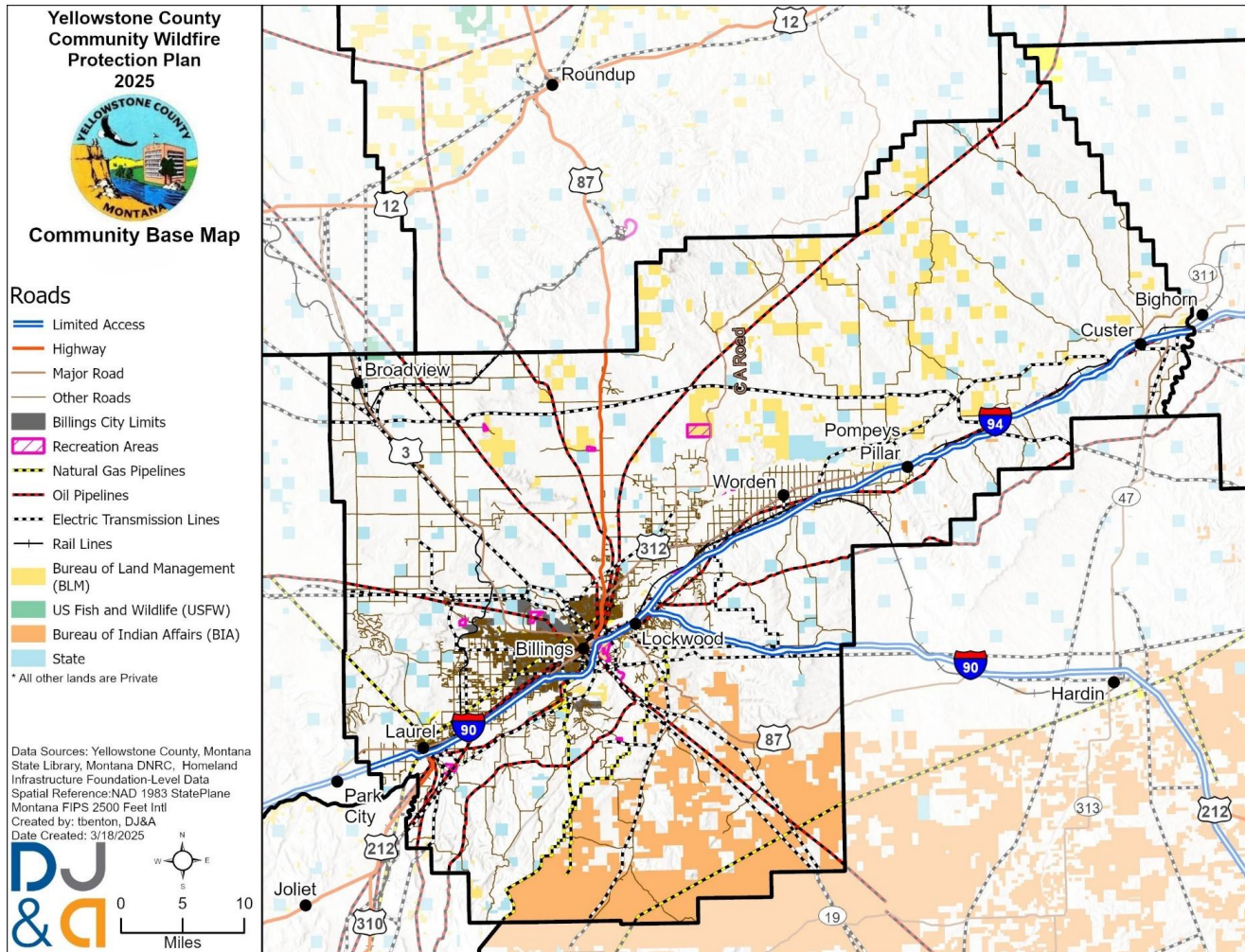




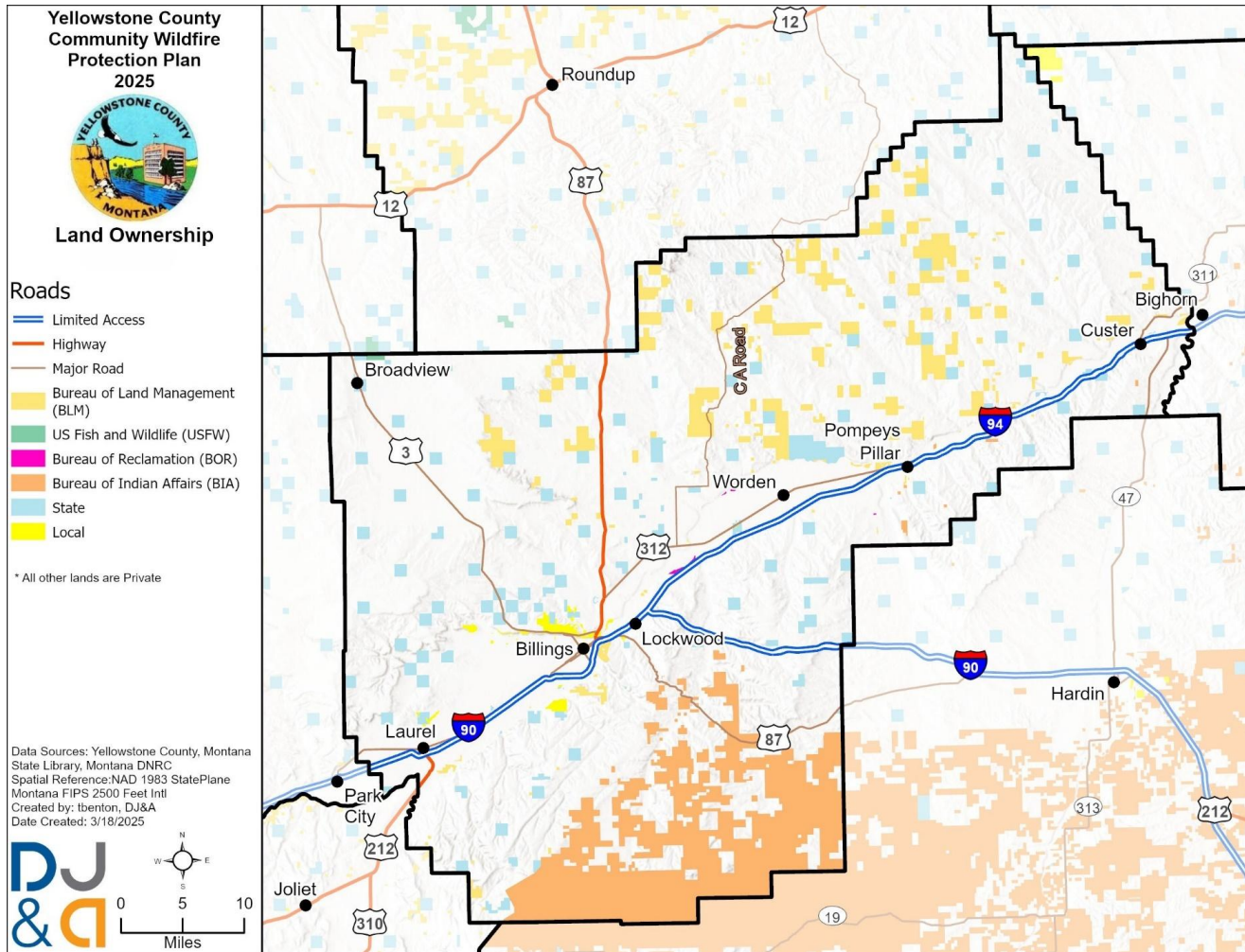








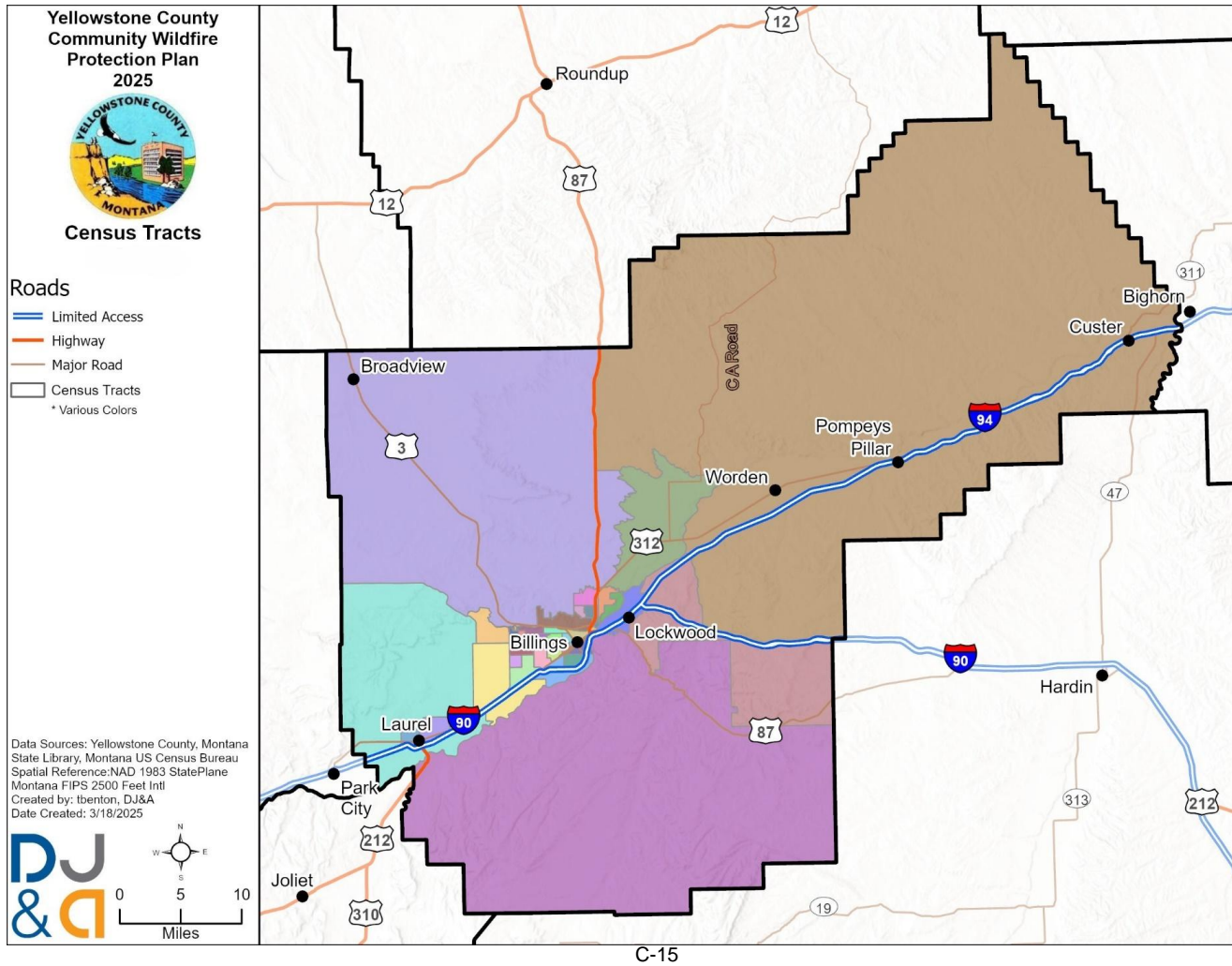


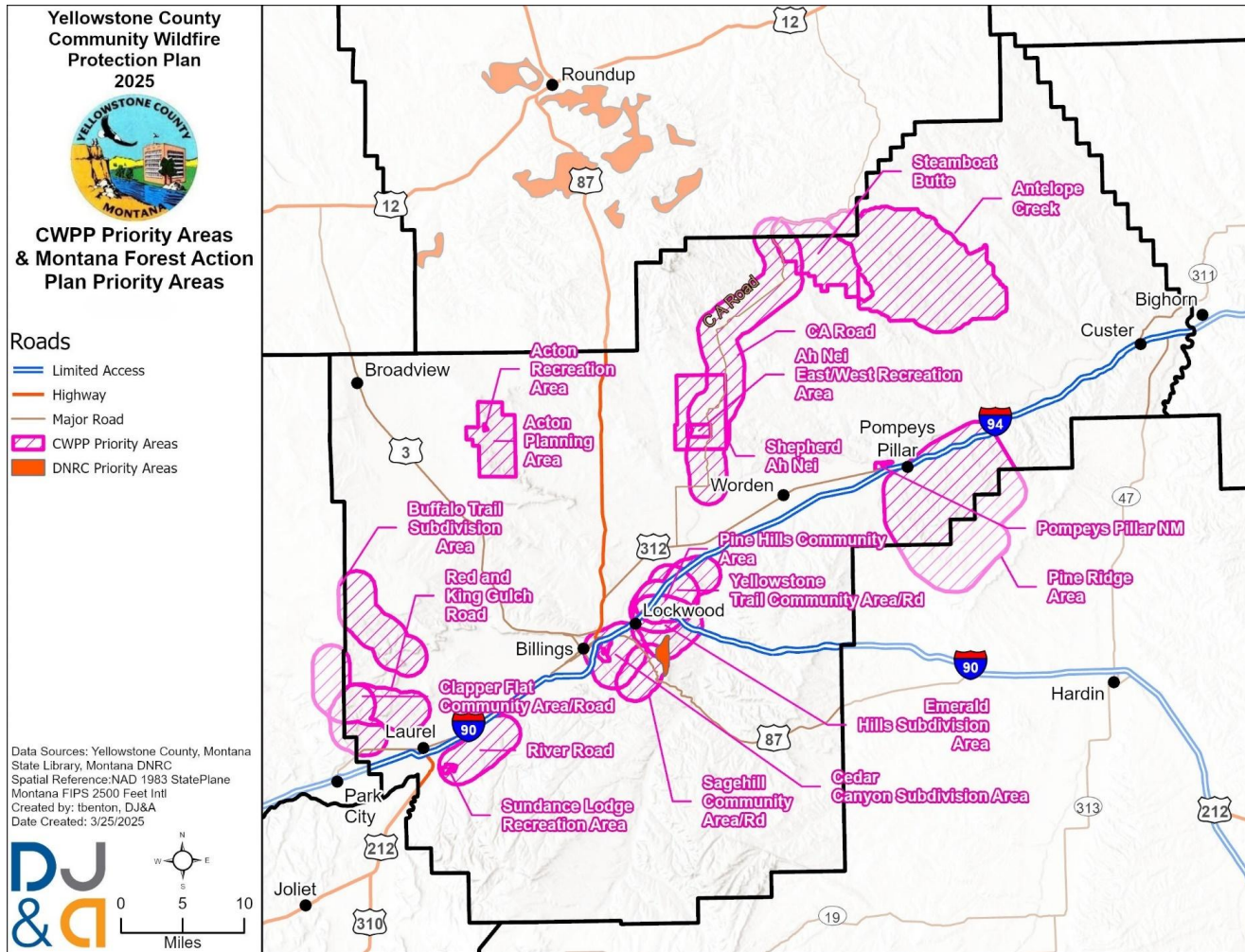




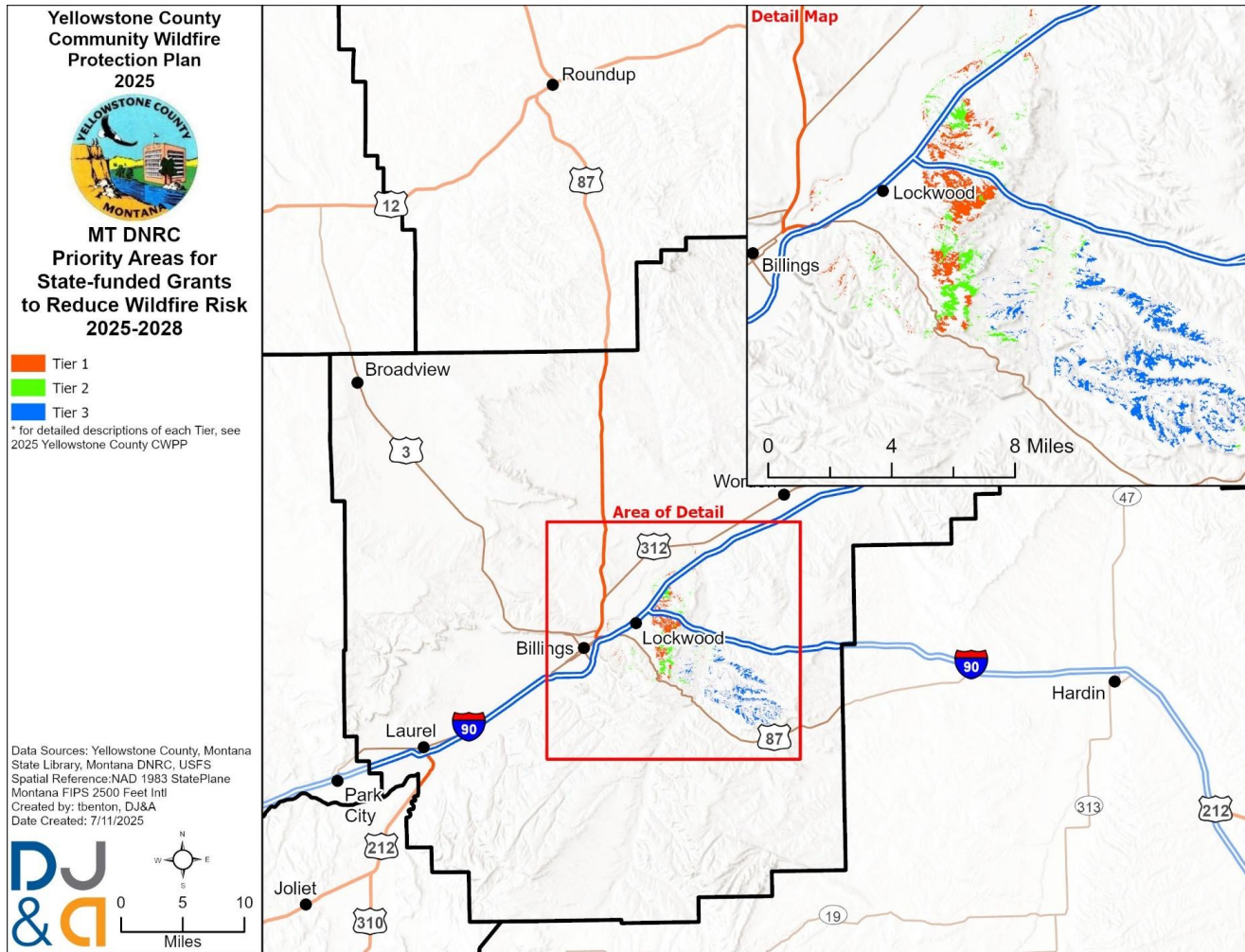
## Yellowstone County Community Wildfire Protection Plan

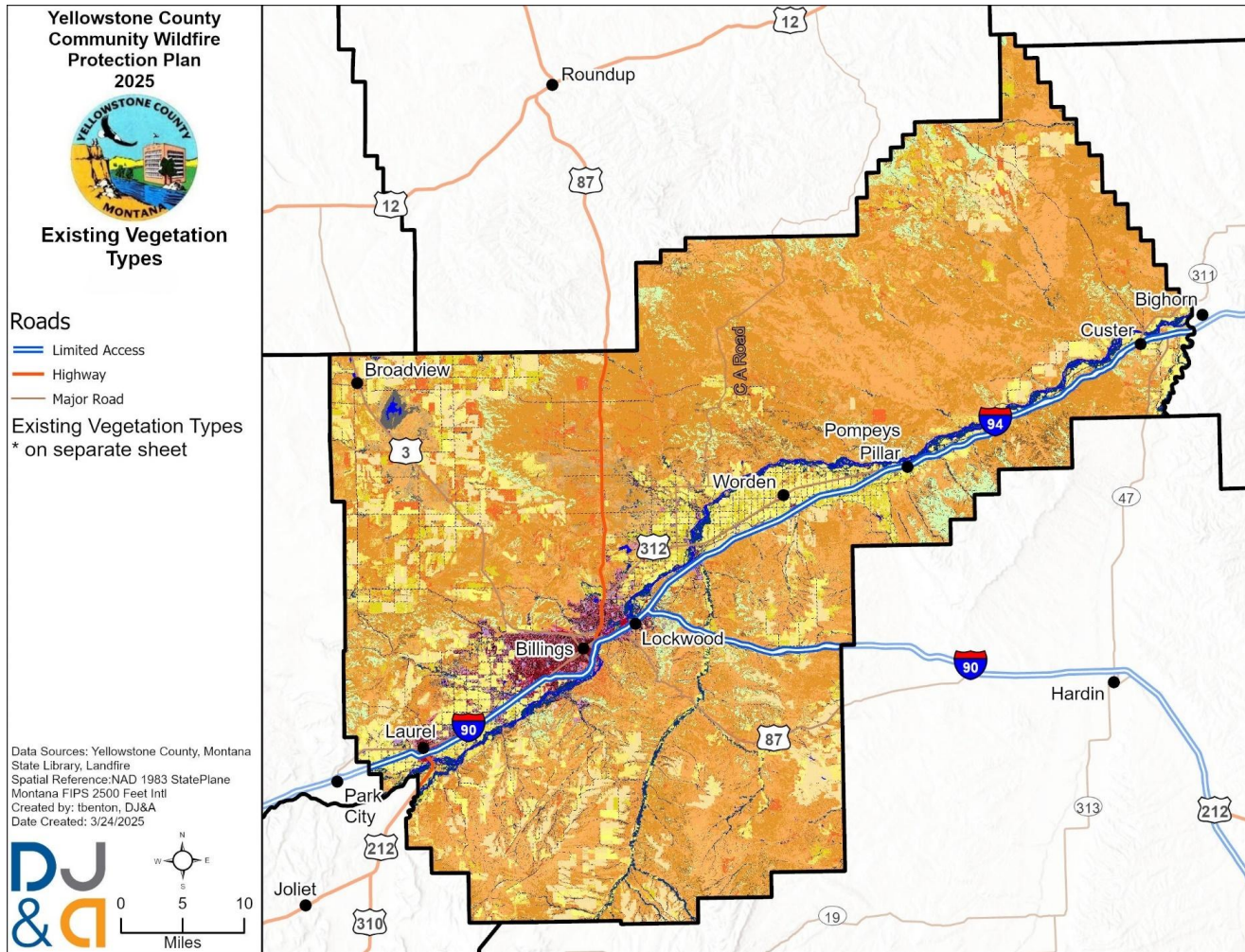
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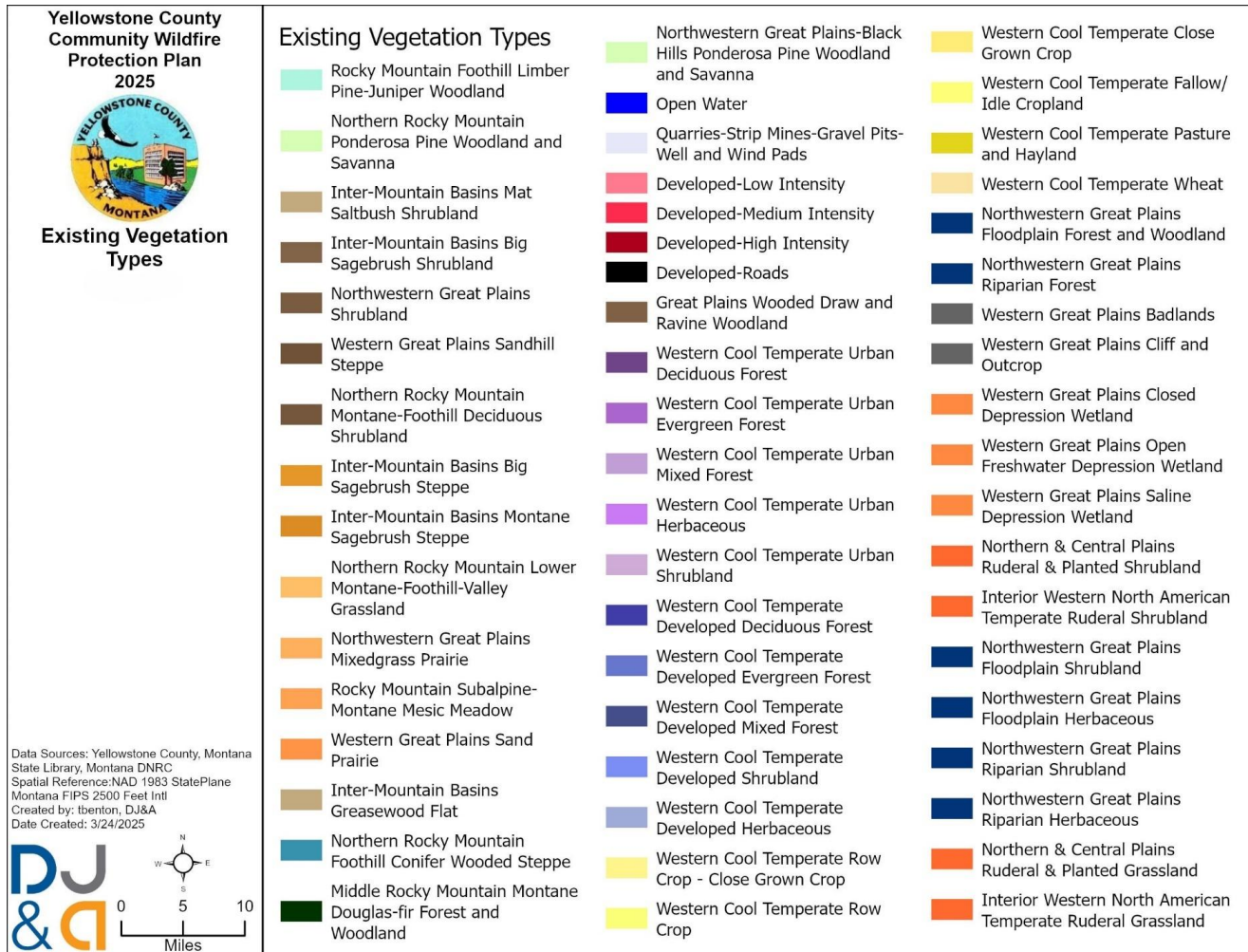




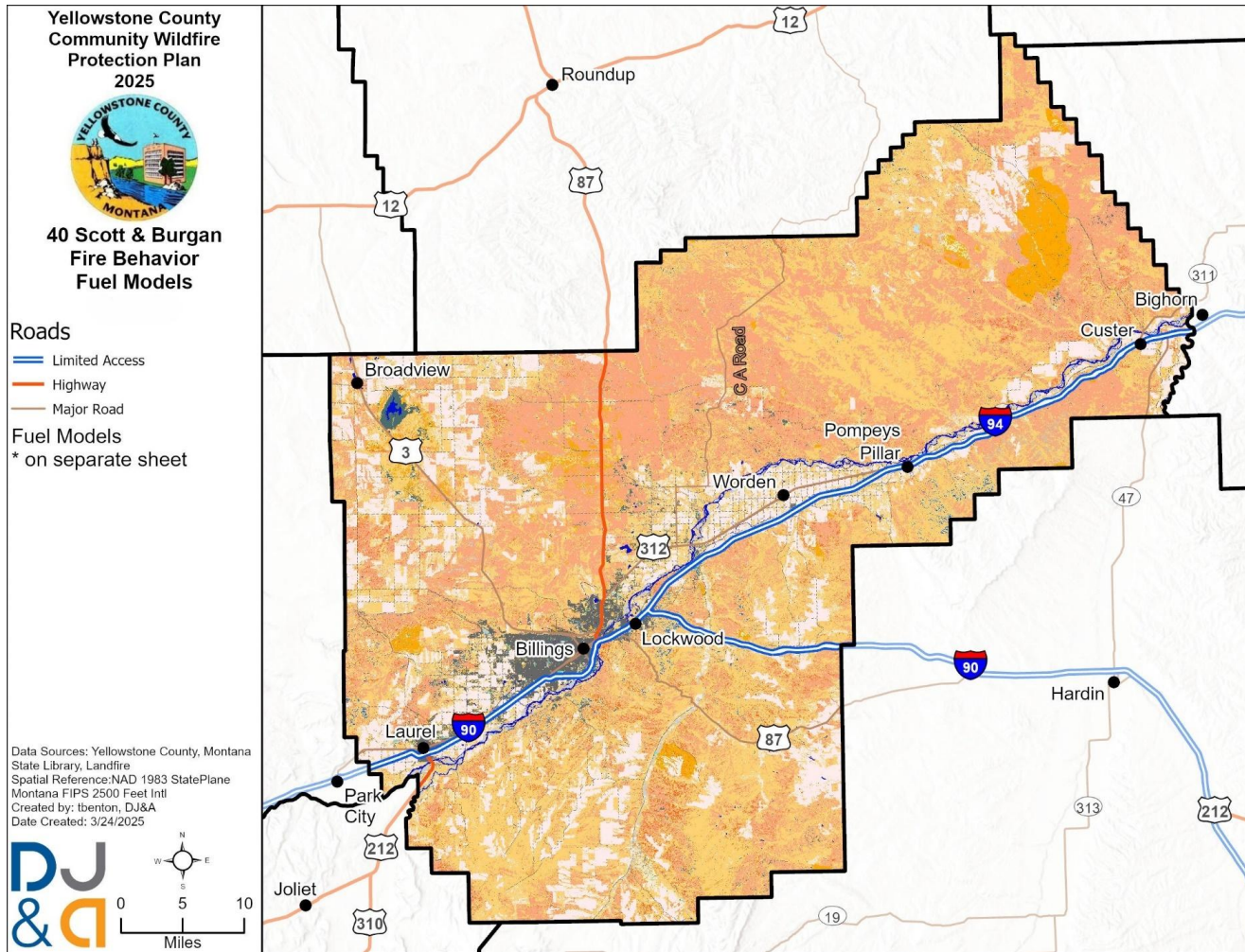












**Yellowstone County  
Community Wildfire  
Protection Plan  
2025**

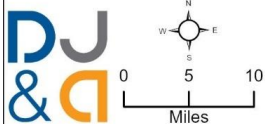


**40 Scott & Burgan  
Fire Behavior  
Fuel Models**

**40 Scott & Burgan Fire  
Behavior Fuel Models**

- NB1
- NB3
- NB8
- NB9
- GR1
- GR2
- GR3
- GS1
- GS2
- GS3
- SH1
- SH2
- SH3
- TU1
- TU2
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- TL1
- TL2
- TL3
- TL4
- TL5
- TL6
- TL8
- TL9

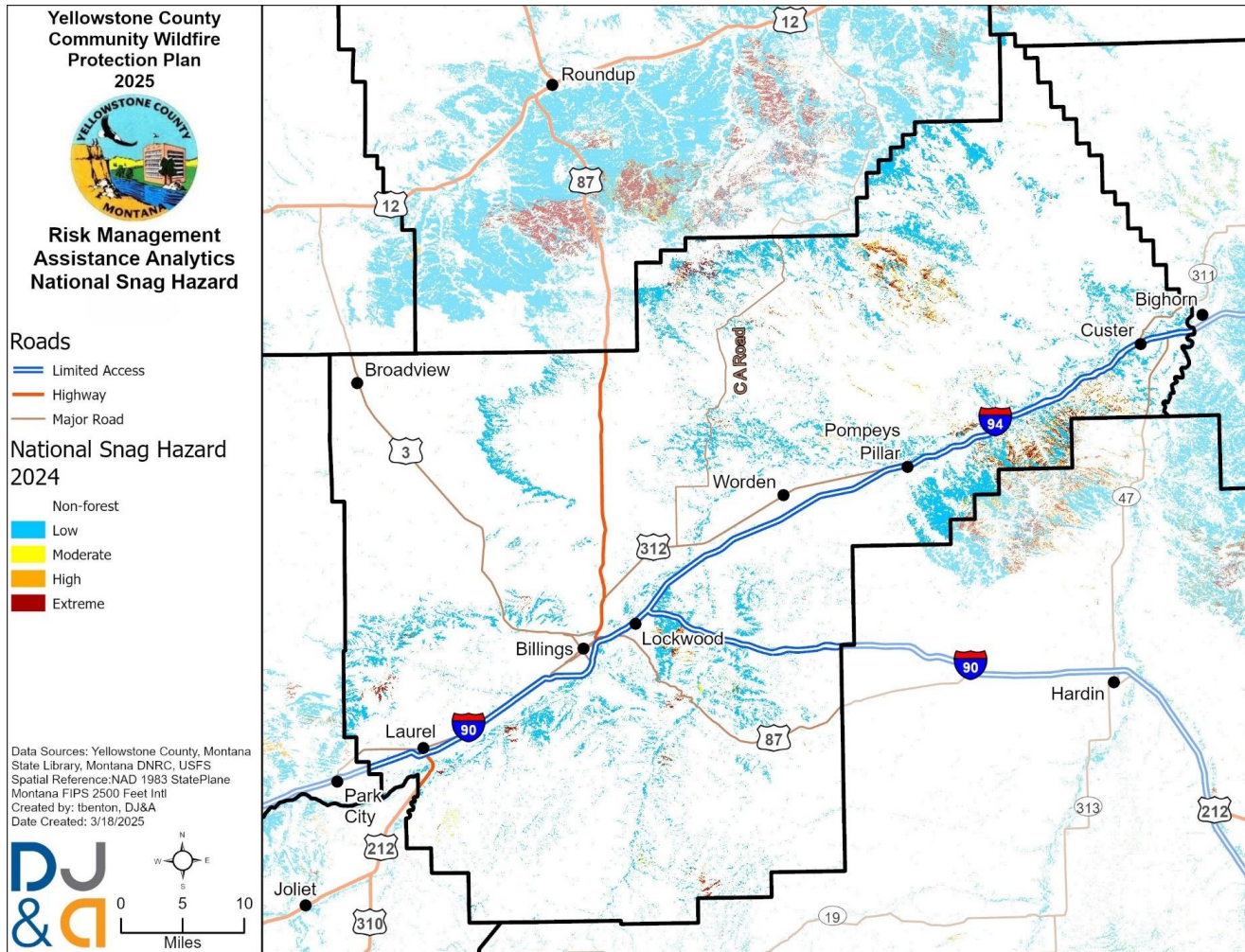
Data Sources: Yellowstone County, Montana  
State Library, Landfire  
Spatial Reference: NAD 1983 StatePlane  
Montana FIPS 2500 Feet Intl  
Created by: tbenton, DJ&A  
Date Created: 3/24/2025





## Yellowstone County Community Wildfire Protection Plan

July 2025



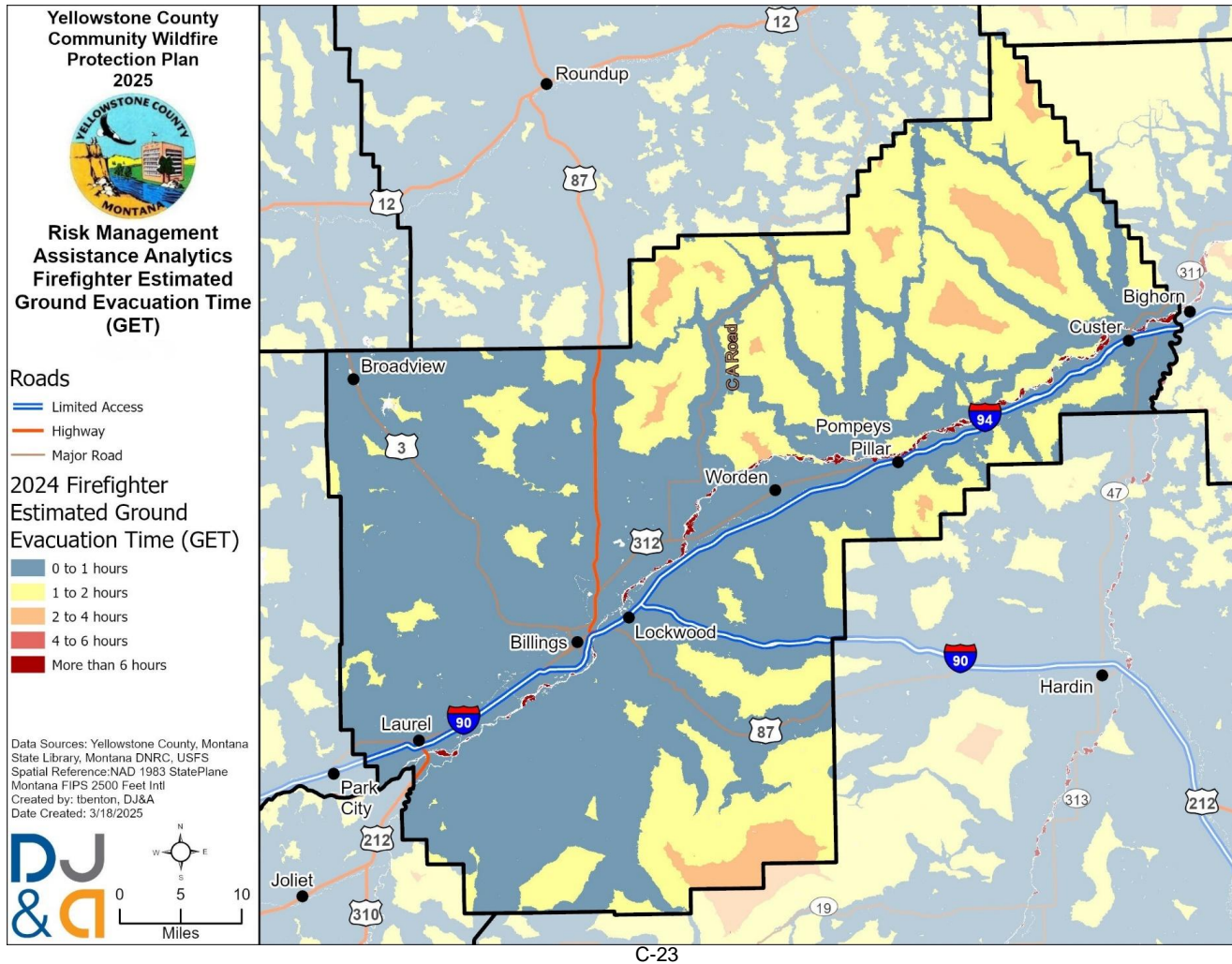
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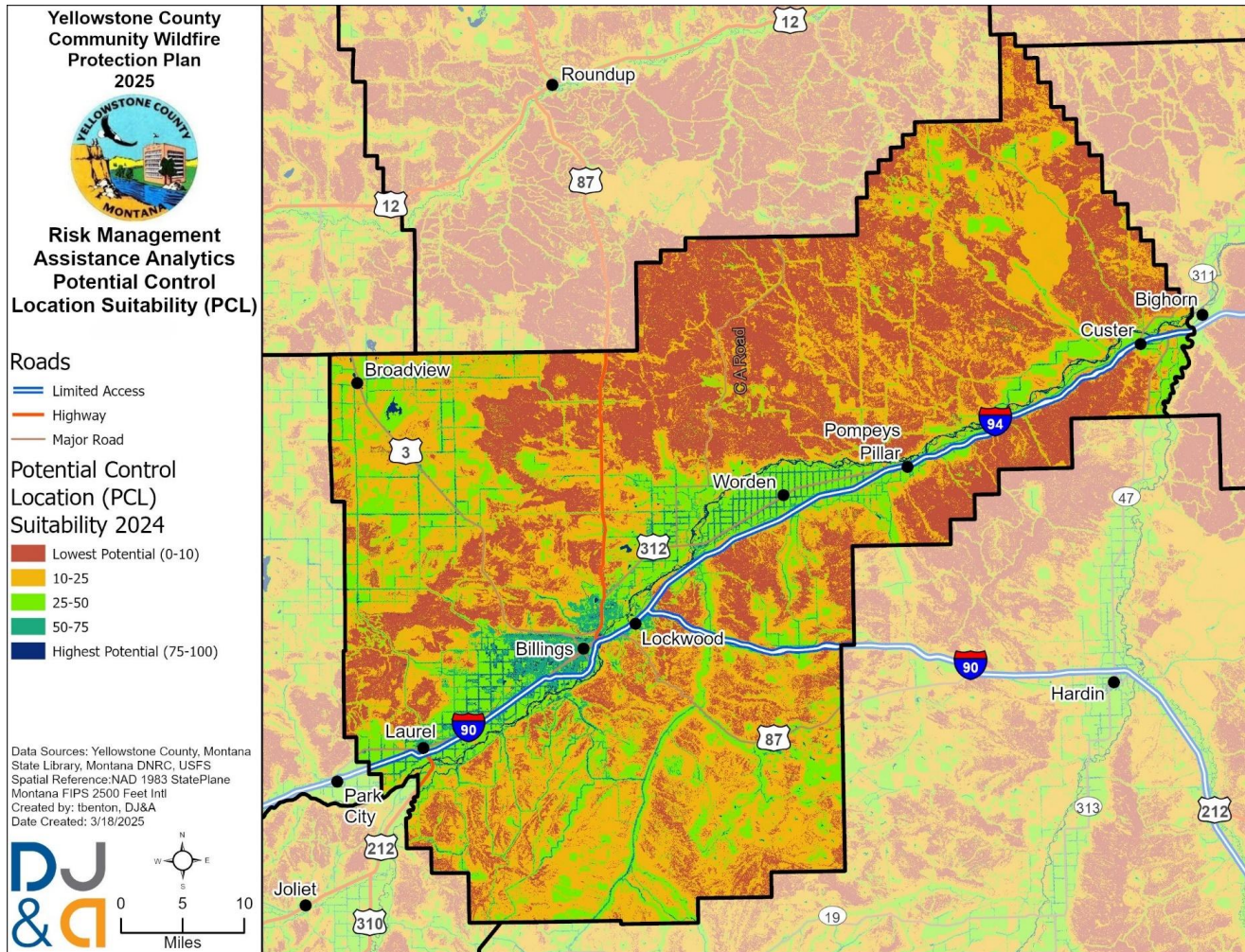




## Yellowstone County Community Wildfire Protection Plan

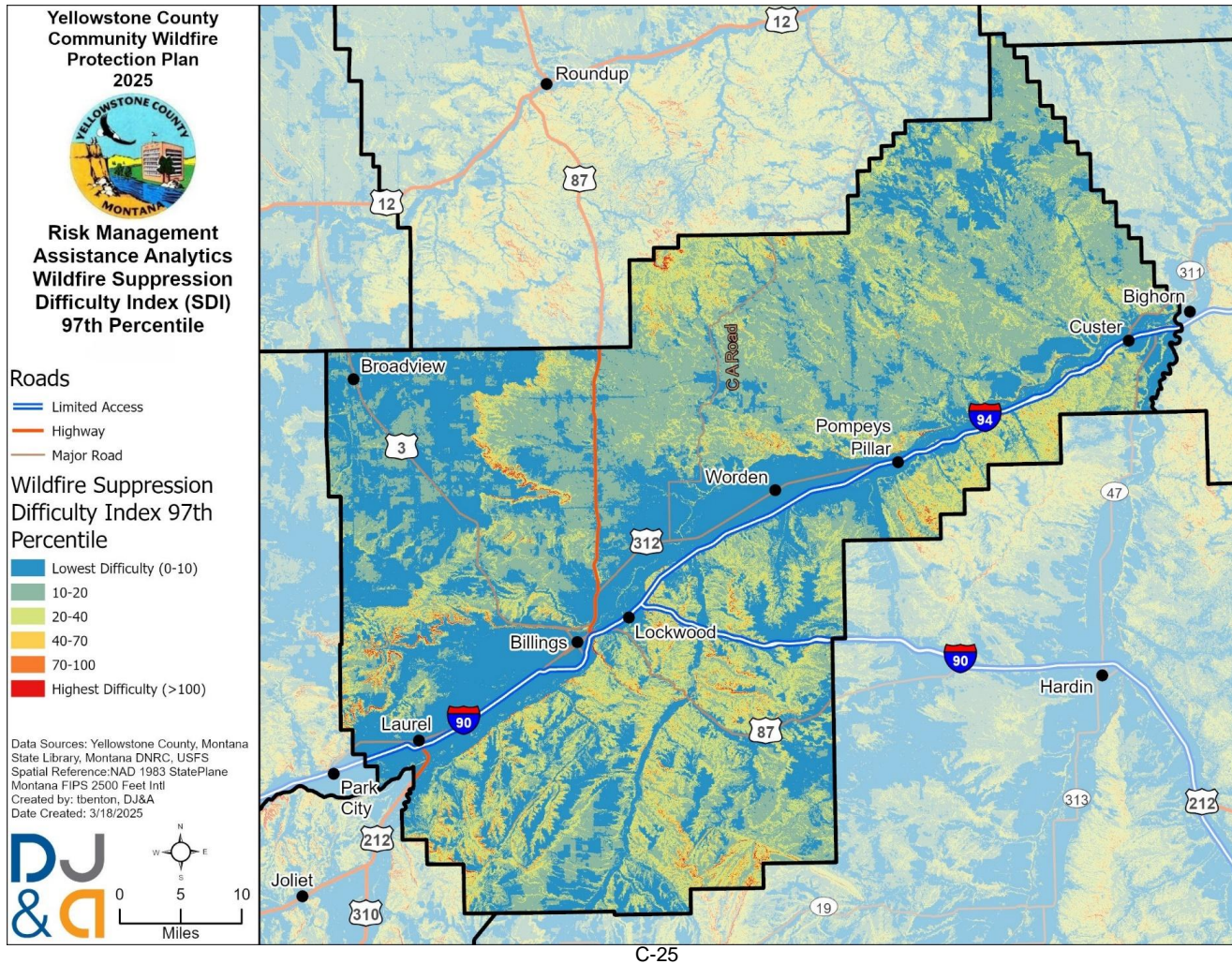
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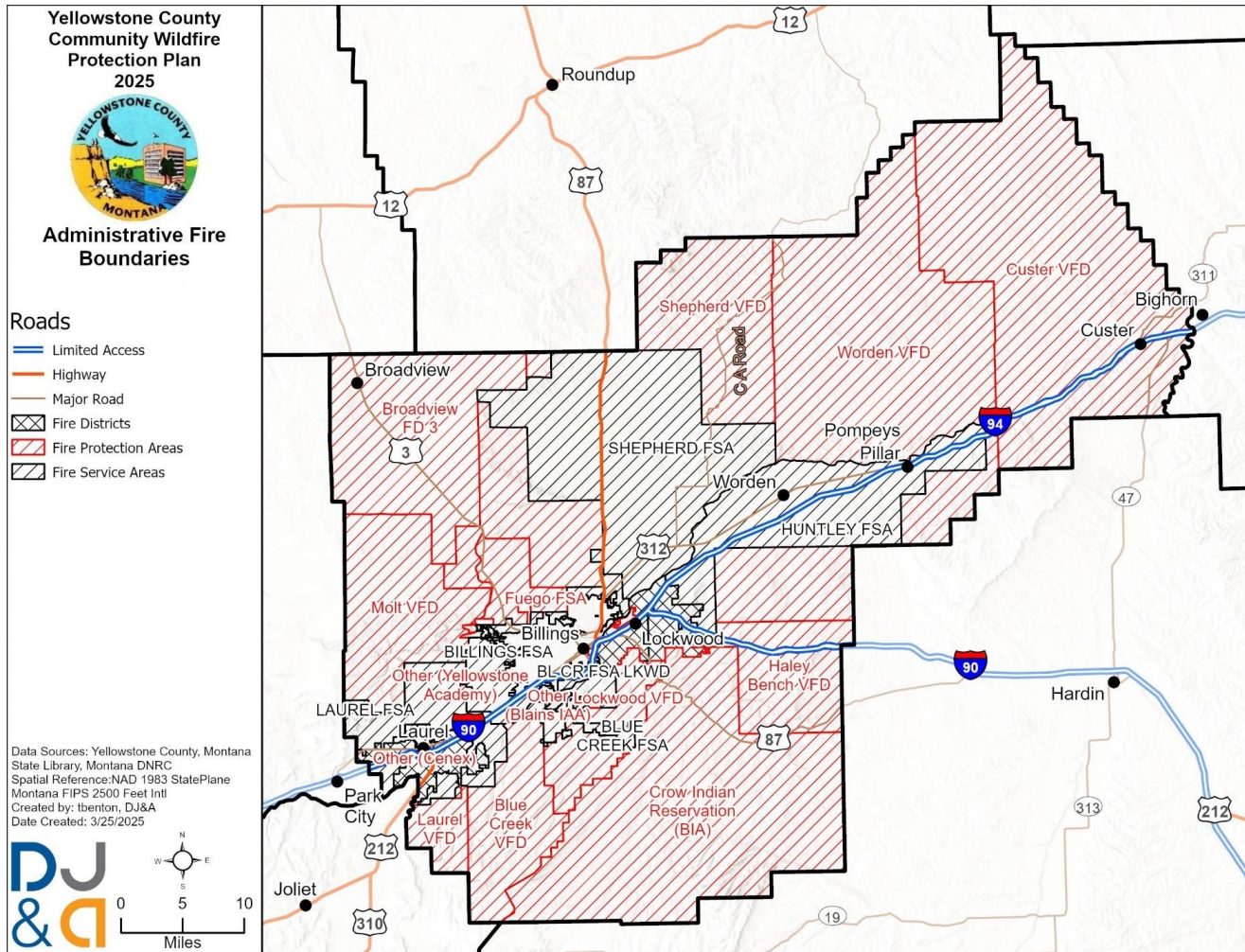




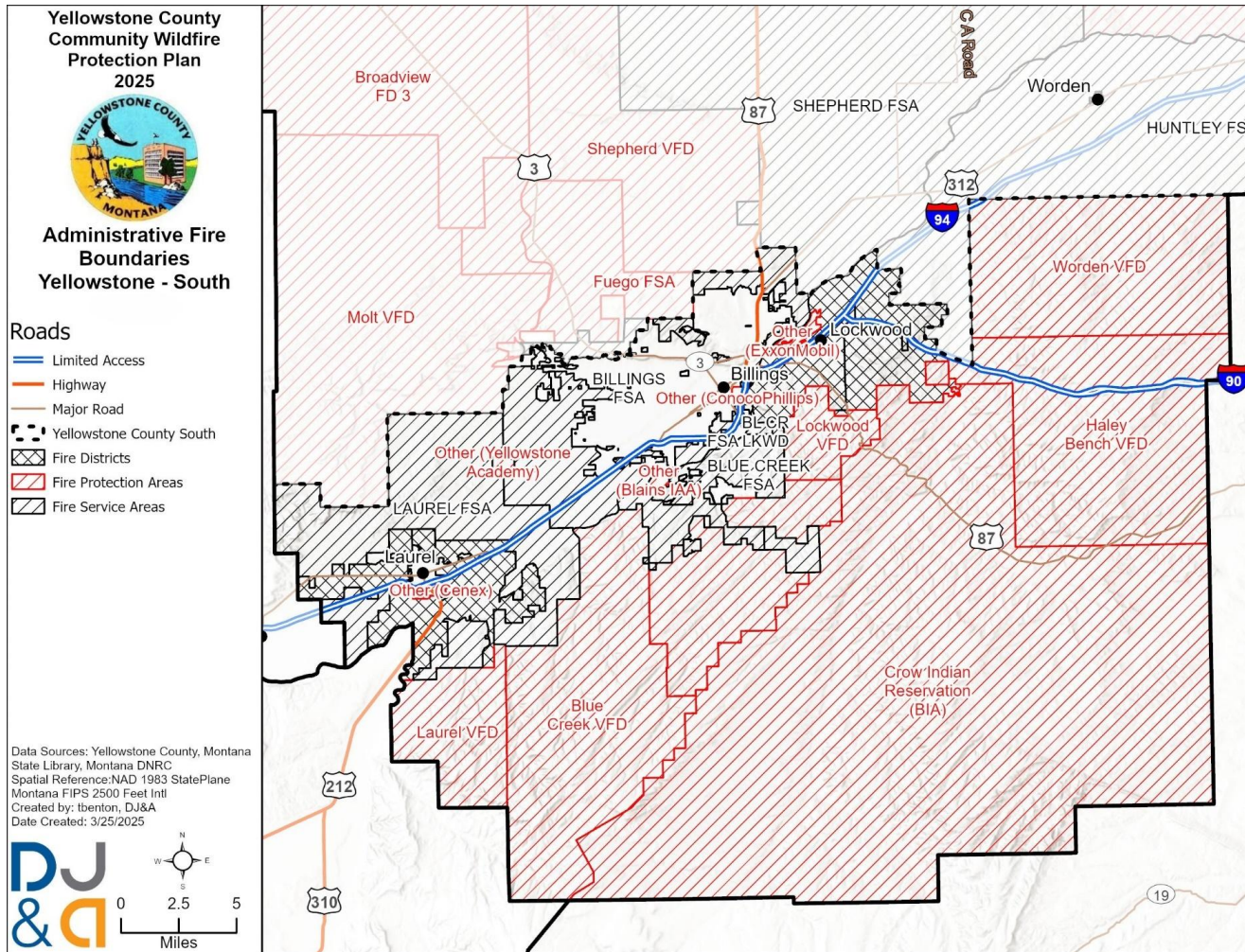


## Yellowstone County Community Wildfire Protection Plan

July 2025





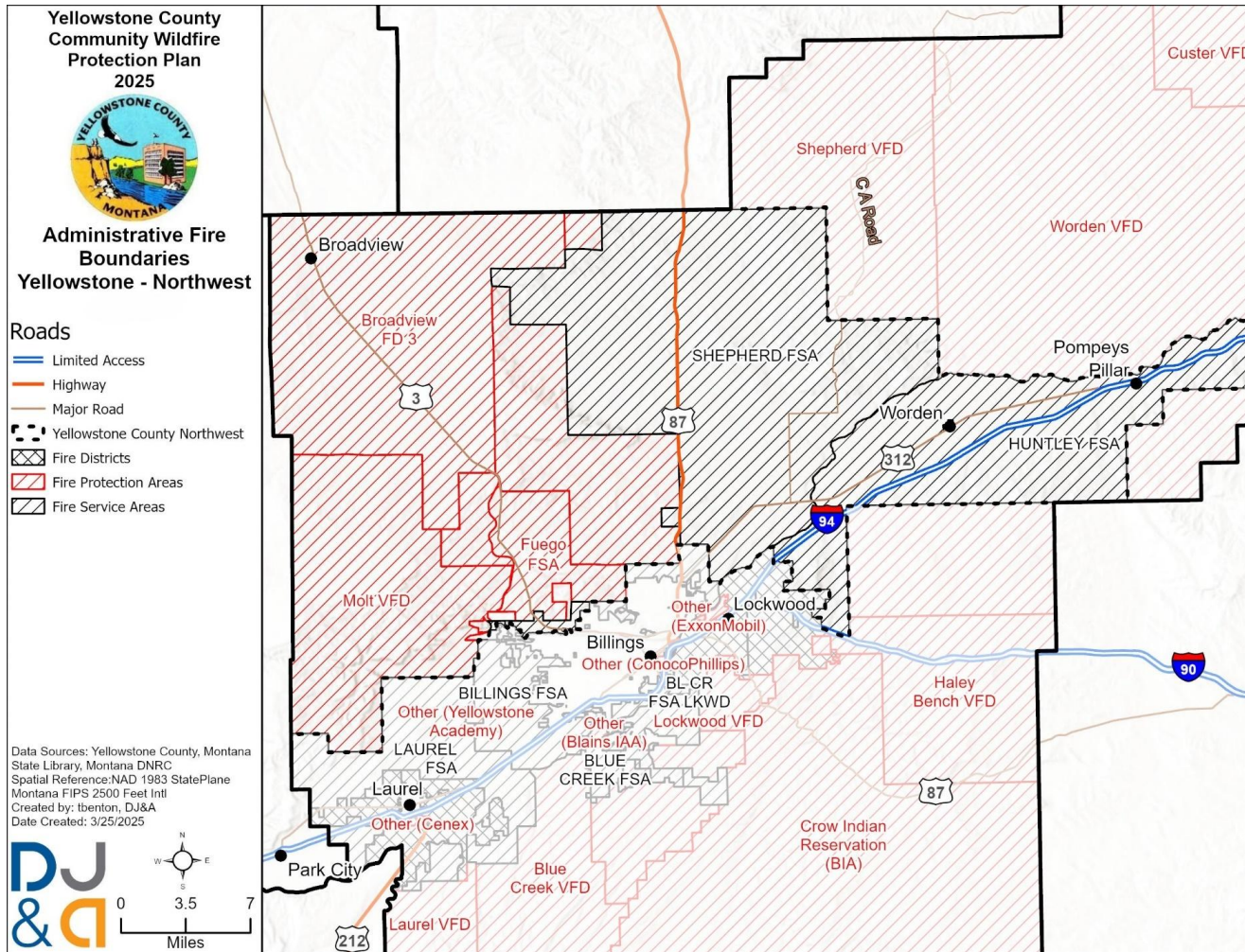




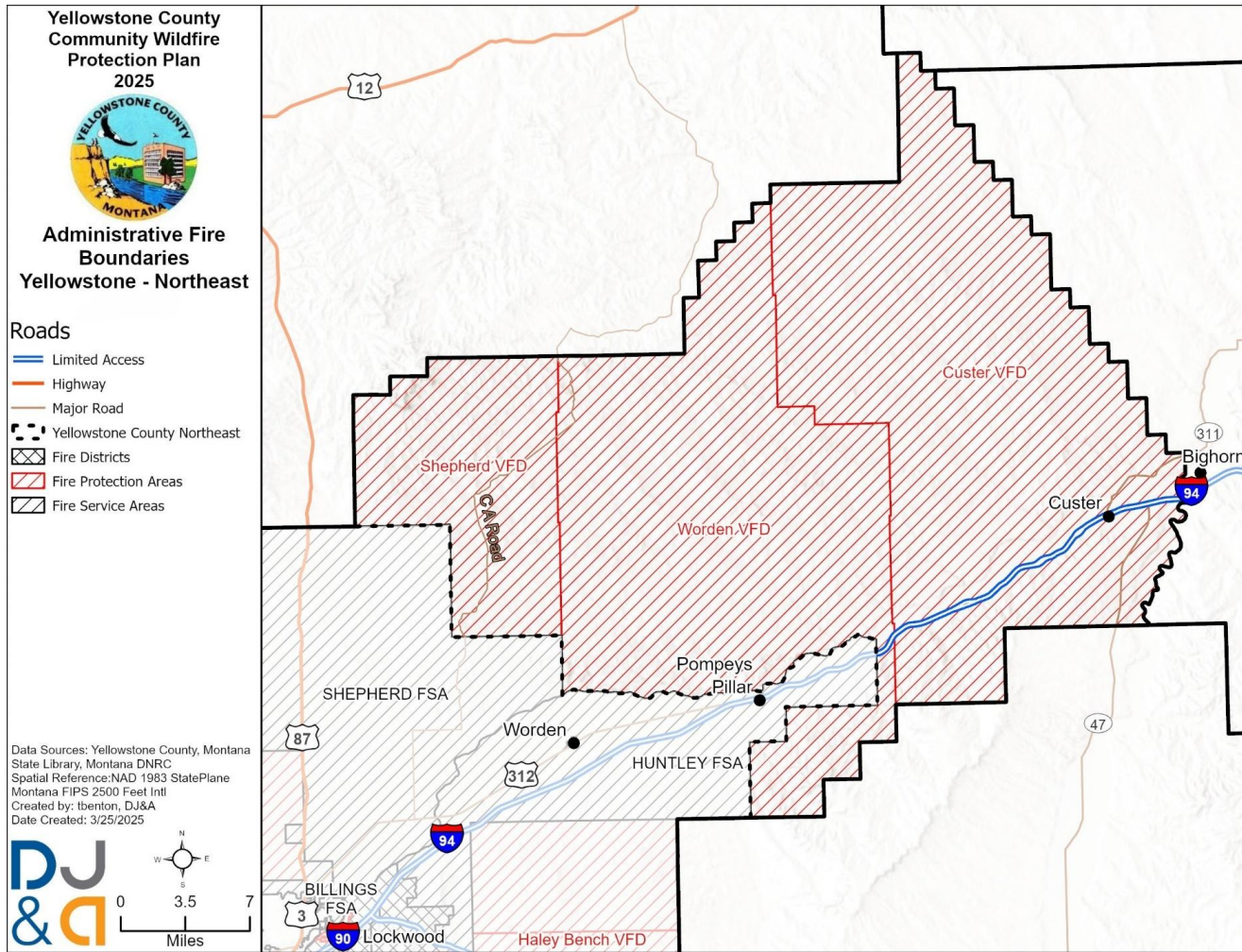


## Yellowstone County Community Wildfire Protection Plan

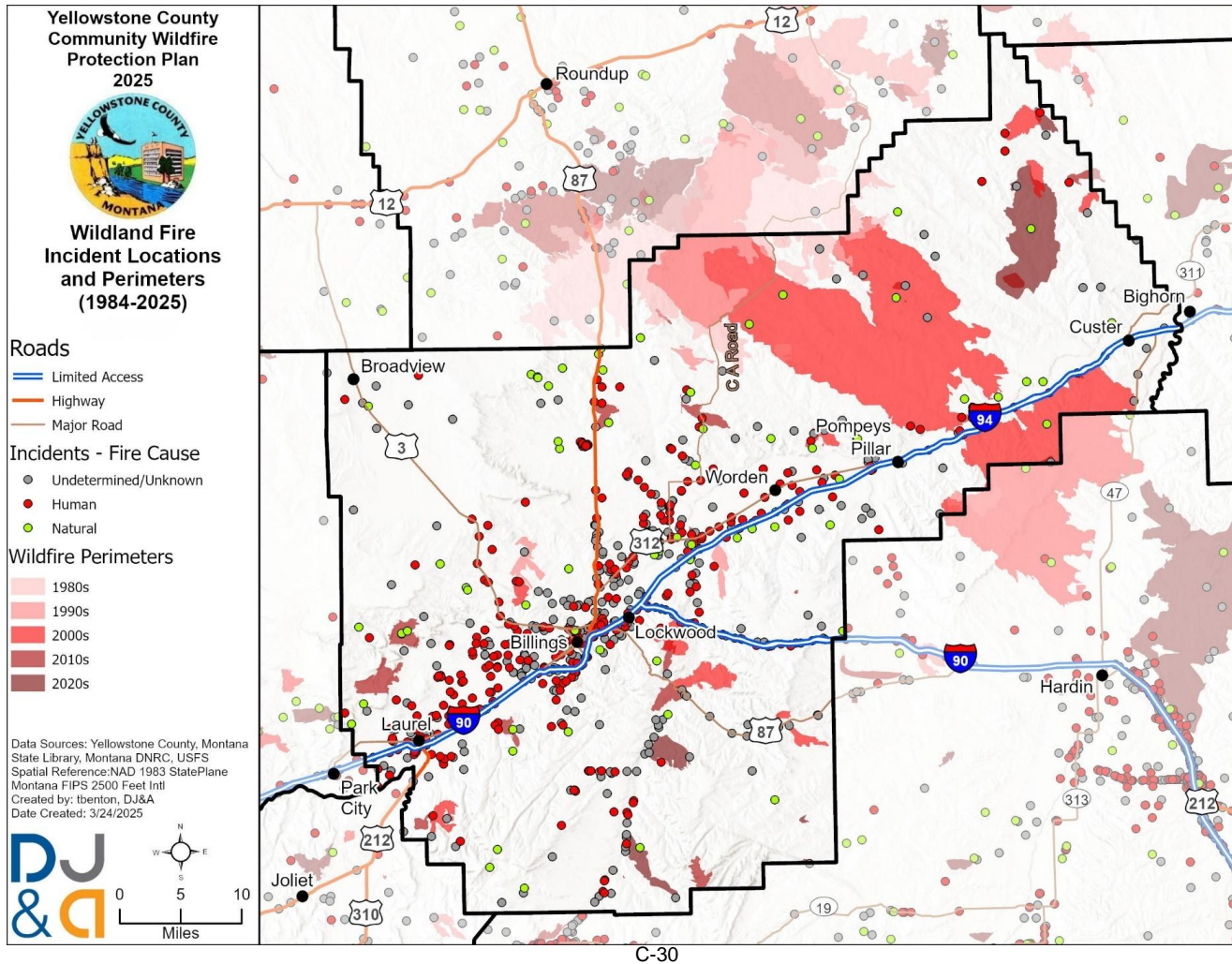
July 2025

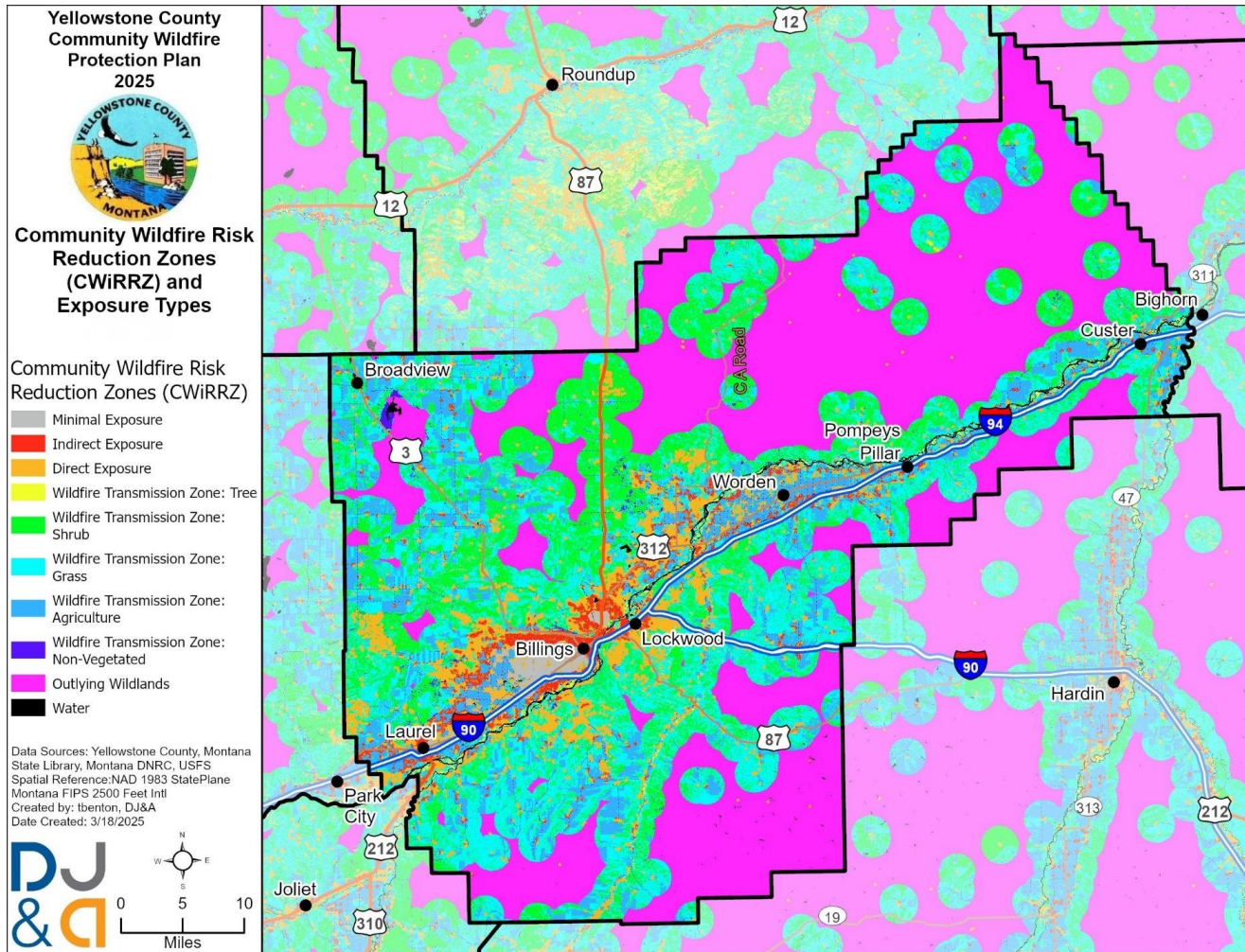


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C-31



## Appendix D: Glossary of Terms

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Term	Definition	Source
Asset (Wildfire)	Human-made features, such as commercial structures, critical facilities, housing, etc., that have a specific importance or value	(Gilbertson-Day et al. 2020)
At risk community	The term “at risk community” means an area— (A) that is comprised of— (i) an interface community as defined in the notice entitled “Wildland Urban Interface Communities Within the Vicinity of Federal Lands That Are at High Risk From Wildfire” issued by the Secretary of Agriculture and the Secretary of the Interior in accordance with title IV of the Department of the Interior and Related Agencies Appropriations Act, 2001 (114 Stat. 1009) (66 Fed. Reg. 753, January 4, 2001); or (ii) a group of homes and other structures with basic infrastructure and services (such as utilities and collectively maintained transportation routes) within or adjacent to Federal land; (B) in which conditions are conducive to a large-scale wildland fire disturbance event; and (C) for which a significant threat to human life or property exists as a result of a wildland fire disturbance event.	Healthy Forest Restoration Act of 2003 (P.L. 108-148)
Community Wildfire Protection Plan	(3) COMMUNITY WILDFIRE PROTECTION PLAN.—The term “community wildfire protection plan” means a plan for an at risk community that— (A) is developed within the context of the collaborative agreements and the guidance established by the Wildland Fire Leadership Council and agreed to by the applicable local government, local fire department, and State agency responsible for forest management, in consultation with interested parties and the Federal land management agencies managing land in the vicinity of the at risk community; (B) identifies and prioritizes areas for hazardous fuel reduction treatments and recommends the types and methods of treatment on Federal and non-Federal land that will protect 1 or more at risk communities and essential infrastructure; and (C) recommends measures to reduce structural ignitability throughout the at risk community.	Healthy Forest Restoration Act of 2003 (P.L. 108-148)
Condition Class (Vegetation)	Depiction of the degree of departure from historical fire regimes, possibly resulting in alterations of key ecosystem components. These classes categorize and describe vegetation composition and structure conditions that currently exist inside the Fire Regime Groups. Based on the coarse-scale national data, they serve as generalized wildfire rankings. The risk of loss of key ecosystem components from wildfires increases from Condition Class 1 (lowest risk) to Condition Class 3 (highest risk).	(NWCG 2023a)



Term	Definition	Source
Exposure (Wildfire)	The placement or coincidental location of an asset or resource within a hazardous environment.	(Gilbertson-Day et al. 2020)
Fire Behavior	The manner in which a fire reacts to the influences of fuel, weather, and topography.	(NWCG 2023b)
Fire Intensity	A general term relating to the heat energy released in a fire.	(USDA 2023)
Fire Management	All activities related to the management of wildland fires, including fire prevention, fire suppression, and use of prescribed fire.	(NWCG 2023b)
Fire Regime	Fire regimes describe and categorize patterns of fire ignition, seasonality, frequency, type (crown, surface, or ground fire), severity, intensity, and spatial continuity (pattern and size) that occur in a particular area or ecosystem.	(USDA 2023)
Fire Return Interval	Number of years between two successive fires in a specified area. Often used to designate an average of intervals (i.e., mean fire interval).	(USDA 2023)
Fire Severity	Degree to which a site has been altered or disrupted by fire; loosely, a product of fire intensity and residence time.	(NWCG 2024)
Flame Length	The length of flames in a fire front measured along the slant of a flame, from the midpoint of its base to its tip. Flame length is mathematically related to fireline intensity and tree crown scorch height.	(USDA 2023)
Fuel	Any combustible material, especially petroleum-based products and wildland fuels.	(NWCG 2024)
Fuel Class	<p>A set of fuels with similar traits. Fuels are categorized as herbaceous or woody and live or dead. Dead fuels are classed as 1-, 10-, 100-, or 1,000-hour timelag fuels, based on the time needed for fuel moisture to come into equilibrium with the environment:</p> <ul style="list-style-type: none"> <li>1-hour timelag fuels: Dead fuels comprised of herbaceous plants or woody plants less than about 0.25 inch (6.4 mm) in diameter and the surface layer of litter on the forest floor.</li> <li>10-hour timelag fuels: Dead fuels comprised of wood from 0.25 to 1 inch (0.6-2.5 cm) in diameter and the litter from just beneath the surface to around 0.75 inch (1.9 cm) below ground.</li> <li>100-hour timelag fuels: Dead fuels comprised of wood from 1 to 3 inches (2.5-7.6 cm) in diameter and litter from around 0.75 to about 4 inches (1.9-10 cm) below ground.</li> <li>1,000-hour timelag fuels: Dead fuels comprised of wood from 3 to 8 inches (7.6-20.3) in diameter and the forest floor layer &gt;4 inches (10 cm) below ground.</li> </ul>	(USDA 2023)



Term	Definition	Source
Fuel Continuity	A qualitative description of the distribution of fuels both horizontally and vertically. Continuous fuels readily support fire spread. The larger the fuel discontinuity, the greater the fire intensity required for fire spread.	(USDA 2023)
Fuel Loading	The amount of fuel present expressed quantitatively in terms of weight of fuel per unit area. This may be available fuel (consumable fuel) or total fuel and is usually dry weight.	(NWCG 2024)
Fuel Model	Simulated fuel complex for which all fuel descriptors required for the solution of a mathematical rate of spread model have been specified.	(NWCG 2024)
Fuel Moisture	Expressed as a percent or fraction of oven-dry fuel weight. It is the most important fuel property controlling flammability. In living plants, fuel moisture fluctuates and can vary considerably by species but is usually above 80% to 100%. As plants mature, moisture content decreases. When herbaceous plants cure, their moisture content responds as dead fuel moisture content, which fluctuates according to changes in temperature, humidity, and precipitation.	(USDA 2023)
Fuel Reduction	Manipulation, including combustion, or removal of fuels to reduce the likelihood of ignition and/or to lessen potential damage and resistance to control.	(NWCG 2024)
Prescribed Fire	Any fire intentionally ignited by management in accordance with applicable laws, policies, and regulations to meet specific objectives. Also called a controlled burn or prescribed burn.	(USDA 2023)
Probability (Wildfire)	Likelihood that a wildfire will burn a given point or area during a specified period of time.	(MT DNRC 2023)
Rate of Spread (ROS)	The rate of spread is in chains per hour (ch/h) and is defined as the speed with which the fire is moving away from the site of origin. Wind, moisture, and slope drive the fire. The flaming zone, or fire head, moves away from the origin quickly with great intensity.	(NWCG 2023a)
Resource (Wildfire)	Resources are natural features, such as wildlife habitat, vegetation type, or water, with specific importance or value.	(Gilbertson-Day et al. 2020)
Susceptibility (Wildfire)	Propensity of an asset or resource to be damaged if a wildfire occurs.	(Gilbertson-Day et al. 2020)
Vulnerability (Wildfire)	A function of exposure and susceptibility.	(Gilbertson-Day et al. 2020)
Wildfire Hazard	A physical situation with potential for causing damage to vulnerable resources or assets. Quantitatively, wildfire hazard is measured by two main factors: 1) burn probability (or likelihood of burning), and 2) fire intensity (measured as flame length, fireline intensity, or other similar measure).	(Gilbertson-Day et al. 2020)
Wildfire Risk	A function of wildfire hazard (probability and intensity) and vulnerability (exposure and susceptibility) of assets and resources.	(MT DNRC 2023)





## Appendix E: Wildland Urban Interface Summary Table

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WUI Component	Definition
<b>MT DNRC Functional WUI Components</b>	
<b>Direct Exposure</b>	Burnable <sup>30</sup> wildland that contains or is near a structure located on or surrounded by burnable land cover. Directly exposed structures could benefit from both the hardening of the structure to resist ignition and the reduction of fuel in the home ignition zone to reduce the structure's exposure to heat and embers.
<b>Indirect Exposure</b>	Nonburnable land that contains or is near a structure and is within 900 m (0.56 mi) of burnable land cover (Caggiano et al. 2020). Indirectly exposed structures could benefit from the hardening of the structure to resist ignition from embers and nearby structures.
<b>Limited Exposure</b>	Nonburnable land that contains a structure but is greater than 900 m (0.56 mi) from burnable land cover.
<b>Critical Fireshed</b>	The Burnable Land Area within about 1,500 m (1 mile) of a group of structures, dependent on structure density, but does not itself contain structures.  <b>Justification:</b> A buffer of 1,500 m ( 1 mile) accounts for potential ember cast and rapid rate of spread.
<b>Non-WUI</b>	Land more than 1,500 m (1 mile) from a group of structures.  <b>Justification:</b> A buffer of 1,500 m ( 1 mile) accounts for potential ember cast and rapid rate of spread.
<b>Water</b>	The portion of the landscape covered by open water.
<b>Yellowstone County WUI Revisions to the MT DNRC Functional WUI</b>	
<b>Holes</b>	<b>Description:</b> "Holes" consist of lands not included within the MT DNRC Functional WUI layer but surrounded on all sides by said layer. The Yellowstone County WUI absorbs portions of holes if they are ≥ Moderate Overall Conditional Wildfire Risk (icNVC).  <b>Justification:</b> Portions of holes added to the Yellowstone County WUI are included to accurately account for rapid wildfire spread into adjacent areas of WUI lands.

<sup>30</sup> Nonburnable land cover as defined for the MT DNRC Function WUI data layer is where the mapped fire-behavior fuel model is 91-99; burnable is all other fuel models.

WUI Component	Definition
<b>Islands</b>	<p><b>Description:</b> "Islands" consist of small areas of land delineated as MT DNRC Functional WUI that do not connect to the larger, contiguous WUI polygon. All islands are included within the Yellowstone County WUI, regardless of size.</p> <p><b>Justification:</b> The Yellowstone County WUI does not differ from the MT DNRC Functional WUI layer with respect to island WUI areas and no further justification is required.</p>
<b>Ingress/Egress Roads</b>	<p><b>Description:</b> Where larger islands of WUI existed without connection to the larger, contiguous WUI polygon, appropriate ingress/egress routes were identified using the best available data and core team feedback. These roads were then buffered by 900 m (0.56 mi) to retain consistency with the methods reflected in the MT DNRC Functional WUI.</p> <p><b>Justification:</b> Ingress/Egress roads represent the most likely route in the event of evacuation or access for fire suppression resources. The Core Team identified these additional road segments to be crucial to maintaining ingress and egress to areas delineated as WUI in order to effectively respond to wildfire events.</p>
<b>Adjacent lands with ≥ Moderate Overall Conditional Wildfire Risk (icNVC)</b>	<p><b>Description:</b> Portions of lands delineated as ≥ Moderate Overall Conditional Wildfire Risk (icNVC) which were directly adjacent to the WUI were added to the Yellowstone County WUI. No additional buffer was added to these lands.</p> <p><b>Justification:</b> These areas were included to accurately account for rapid wildfire spread into adjacent areas of WUI lands.</p>

**B.O.C.C. Regular**

4. a.

**Meeting Date:** 08/05/2025

**Title:** Finance Contract - Askin Construction - Extension Building ADA Ramp

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

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**TOPIC:**

Finance Contract - Askin Construction - Extension Building ADA Ramp

**BACKGROUND:**

The Finance department is requesting Commissioners' approval for a contract with Askin Construction for the installation of an ADA ramp at the new MSU Extension building located at 2320 3rd Avenue North. This contract includes all labor and materials necessary to complete the project. The contract price for the project is \$75,743.00. This project was anticipated and included in the FY26 preliminary budget and is funded from the General Fund - Building (4050.000.599.411200.920).

**RECOMMENDED ACTION:**

Sign contract and return a copy to Finance.

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**Attachments**

Askin Contract - Extension Bldg Ramp

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# AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Yellowstone County, Montana ("Owner") and Askin Construction - Billings ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

## ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Construction of a new ADA ramp for the front building entrance.

## ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of constructing an ADA ramp for the front entrance of the building located at 2320 3rd Avenue North, MT.

## ARTICLE 3—ENGINEER

- 3.01 The Owner has retained WWC Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

## ARTICLE 4—CONTRACT TIMES

### 4.01 *Time is of the Essence*

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

### 4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 75 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 90 calendar days after the date when the Contract Times commence to run.

### 4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration

proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$300 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
  2. *Completion of Remaining Work*: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$300 for each day that expires after such time until the Work is completed and ready for final payment.
  3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

#### 4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

## ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work other than Unit Price Work, a lump sum of \$ 75,743.00 .

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

~~B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).~~

~~The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.~~

~~C. Total of Unit Price Work (subject to final Unit Price adjustment) \$.~~

D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

## **ARTICLE 6—PAYMENT PROCEDURES**

### *6.01 Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

### *6.02 Progress Payments; Retainage*

A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

a. 95 percent of the value of the Work completed (with the balance being retainage).

b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

### *6.03 Final Payment*

A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

### *6.04 Consent of Surety*

A. Owner will not make final payment or return or release retainage at Substantial Completion

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or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

**6.05 Interest**

- A. All amounts not paid when due will bear interest at the rate of percent per annum.

**ARTICLE 7—CONTRACT DOCUMENTS**

**7.01 Contents**

- A. The Contract Documents consist of all of the following:
1. This Agreement.
  - ~~2. Bonds:~~
    - ~~a. Performance bond (together with power of attorney).~~
    - ~~b. Payment bond (together with power of attorney).~~
  3. General Conditions.
  4. Specifications as listed in the table of contents of the project manual.
  5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: 3RD AVE ADA RAMP.
  6. Drawings listed on the attached sheet index.
  - ~~7. Addenda (numbers 0 inclusive).~~
  - ~~8. Exhibits to this Agreement (enumerated as follows):~~
    - ~~a. None~~
  9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
    - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.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 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

**ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS**

**8.01 Contractor's Representations**

- A. In order to induce Owner to enter into this Contract, Contractor makes the following



representations:

1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

#### *8.02 Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive

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practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### *8.03 Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. The below sections are directly from the General Conditions:

## ARTICLE 9—BONDS AND INSURANCE

### 9.01 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-

insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
  - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
  - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal

refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

#### 9.02 *Contractor's Insurance*

A. *Required Insurance*: Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions*: The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;
2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds*: The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

#### 9.03 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific

requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

#### 9.04 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

#### 9.05 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

## **ARTICLE 10—CONTRACTOR’S RESPONSIBILITIES**

### *10.18 Indemnification*

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.



IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

Owner: Yellowstone County

Contractor: Askin Construction

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: \_\_\_\_\_  
(date signed)

Name: \_\_\_\_\_  
(typed or printed)

Title: \_\_\_\_\_  
(typed or printed)

Attest: \_\_\_\_\_  
(individual's signature)

Title: \_\_\_\_\_  
(typed or printed)

Address for giving notices:

\_\_\_\_\_

Designated Representative:

Name: Matt Kessler  
(typed or printed)

Title: Purchasing Agent  
(typed or printed)

Address:

\_\_\_\_\_

Phone: 406-550-2717

Email: mKessler@yellowstonecountymt.gov

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

\_\_\_\_\_  
(typed or printed name of organization)

By: \_\_\_\_\_  
(individual's signature)

Date: 7/24/25  
(date signed)

Name: Dennis Ross  
(typed or printed)

Title: General Manager  
(typed or printed)

(If [Type of Entity] is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: \_\_\_\_\_  
(individual's signature)

Title: Lucas Bissler  
(typed or printed)

Address for giving notices:

3922 Coulson Rd. E.  
Billings, MT 59101

Designated Representative:

Name: Lucas Bissler  
(typed or printed)

Title: Project mgr  
(typed or printed)

Address:

3922 Coulson Rd. E.  
Billings, MT 59101

Phone: (406) 702-1097

Email: lucas@askinconstruction.com

License No.: 232221  
(where applicable)

State: MONTANA

**B.O.C.C. Regular**

4. b.

**Meeting Date:** 08/05/2025

**Title:** Change Order #6 - Safetech - Admin Building Asbestos Abatement

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

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**TOPIC:**

Change Order #6 - Safetech - Admin Building Asbestos Abatement

**BACKGROUND:**

The Finance Department is requesting Commissioners' approval for a change order to the Admin Building Asbestos Abatement contract with Safetech. This change order addresses additional abatement in the NW and SE stairwells. The change order is for \$4,750.00. The current contract value for Safetech's services at the Admin Building is \$616,436.00. Change order #6 brings the contract total to \$621,186.00.

**RECOMMENDED ACTION:**

Approve change order and return a copy to Finance.

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**Attachments**

CO# 6 - Safetech - CAB Abatement

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# Safetech, Inc.

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

## CHANGE ORDER #6

Date: 4/21/2025

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

Project: Asbestos Abatement  
YCAB Building  
Billings, MT

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

---

### ***Safetech proposes to provide the following Change Order:***

Additional Man Hours to complete the work in the NW and SE Stairwells from when CO#4 was submitted, once we arrived onsite the MEP Sub-Contractors had marked out more areas for plaster abatement, hole drilling or fasteners. Total Additional Man Hour Cost: \$4,750.00

#### **Price Includes:**

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

#### **Price Excludes:**

- Clearance Air Sampling

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

Respectfully Submitted,  
Safetech, Inc.

RC Geiss  
Vice President

**B.O.C.C. Regular**

4. c.

**Meeting Date:** 08/05/2025

**Title:** Request to Expend - GIS - Plotter/Scanner

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

---

**TOPIC:**

Request to Expend - GIS - Plotter/Scanner

**BACKGROUND:**

The GIS department is requesting Commissioners' approval for the purchase of a plotter/scanner to replace the old piece of equipment. The cost of the purchase is \$10,985.00. This purchase was included in the FY26 preliminary budget in the GIS Capital Outlay-Equipment fund (6040.000.400.500300.940).

**RECOMMENDED ACTION:**

Approve request and return a copy to Finance.

---

**Attachments**

RTE - GIS Plotter

---



# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$5,000.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

HP XL3600DR eMFP (36") 2 Roll Printer / Copier / + 36" Color Scanner

Cost: 12,485.00

Other Costs: \_\_\_\_\_

Less Trade-in / Discount 1700

Net Cost of Request 10,985

Explanation of Purchase

replacement for a 13 yr. old plotter / scanner and was  
pre approved for the GIS '26 budget

GIS Dept. / IT

Michael Powell

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 6040.000.400.500300.940

Approved: YES ☐ NO ☐

Budget Balance: 11,000

Tabled: \_\_\_\_\_

Is this a budgeted item? yes

Date: \_\_\_\_\_

Finance Note: \_\_\_\_\_

Votes: YES ☐ NO ☐

Chairperson \_\_\_\_\_

Member \_\_\_\_\_

Member \_\_\_\_\_

Mr. Keogh 7/30/25

Purchasing Agent

Date

**B.O.C.C. Regular**

4. d.

**Meeting Date:** 08/05/2025

**Title:** Request to Expend - Sheriff's Office - Evidence Drying Cabinet

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

---

**TOPIC:**

Request to Expend - Sheriff's Office - Evidence Drying Cabinet

**BACKGROUND:**

The Sheriff's Office is requesting Commissioners' approval for the purchase of an evidence drying cabinet. The item was included in the FY25 budget and ordered in FY25, but received in FY26. The funds from the Detectives Capital Outlay-Equipment fund (2300.000.131.420140.940) were rolled over to the preliminary FY26 budget.

**RECOMMENDED ACTION:**

Approve request and return a copy to Finance.

---

**Attachments**

RTE - Evidence Drying Cabinet

---





# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$5,000.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

EVIDENCE DRYING CABINET

Cost: \$9,993.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$9,993.00

Explanation of Purchase

EVIDENCE DRYING CABINET ORDERED IN FY25 BUT ONLY RECEIVED IN FY26.

APPROVED FUNDS CARRIED OVER FROM FY25.

Department SHERIFF

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 2300.000.131.420140.940

Approved: YES \_\_\_ NO \_\_\_

Budget Balance: \$62,000.00

Tabled: \_\_\_

Is this a budgeted item? YES

Date: \_\_\_

Finance Note:

Votes: YES NO

Chairperson \_\_\_

Member \_\_\_

Member \_\_\_

Purchasing Agent

Date

*Mark Kersh* 7/29/25

**B.O.C.C. Regular**

**4. e.**

**Meeting Date:** 08/05/2025

**Title:** Request to Expend - Sheriff's Office - Animal Control Vehicle

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

---

**TOPIC:**

Request to Expend - Sheriff's Office - Animal Control Vehicle

**BACKGROUND:**

The Sheriff's Office is requesting Commissioners' approval for the purchase of a 2013 Ford F-150 with a dog box for Animal Control. The cost of the purchase is \$26,810.00. Animal Control has \$80,000 included in the FY26 preliminary budget for vehicle replacement in the Capital Outlay-Equipment account (2300.000.137.440600.940).

**RECOMMENDED ACTION:**

Approve request and return a copy to Finance.

---

**Attachments**

RTE - Animal Control Truck

---





# Yellowstone County

## Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$5,000.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

2013 FORD F-150 WITH DOG BOX

Cost: \$26,810.00

Other Costs:

Less Trade-in / Discount

Net Cost of Request \$26,810.00

Explanation of Purchase

ANIMAL CONTROL PICKUP INCLUDED IN FY26 PRELIMINARY BUDGET

Department SHERIFF

  
Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 2300.000.137.440600.940

Approved: YES ☐ NO ☐

Budget Balance: \$80,000.00

Tabled: ☐

Is this a budgeted item? YES ☒

Date:


Finance Note:

Votes: YES ☐ NO ☐

Chairperson ☐ ☐

Member ☐ ☐

Member ☐ ☐

 7/29/25

Purchasing Agent

Date

**B.O.C.C. Regular**

4. f.

**Meeting Date:** 08/05/2025

**Title:** Bond for Lost Warrant

**Submitted By:** Anna Ullom, Senior Accountant

---

**TOPIC:**

Bond for Lost Warrant

**BACKGROUND:**

Bond for Lost Warrant on lost/stale dated check.

**RECOMMENDED ACTION:**

Approve reissue.

---

**Attachments**

Bond for Lost Warrant

---

## BOND FOR LOST WARRANT

JUL 28 2025 AM 10:08  
FILED JUSTICE COURT

On January 16, 2025 Yellowstone County issued a warrant numbered 23869 to Paula Rochelle Hawley (Principal) in the amount of \$40.00. The warrant was drawn in payment of a citepay payment refund for case# CR-2024-87 Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$40.00 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$80.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

[Signature]  
Principal Signature

PO Box 1273  
Mailing Address for replacement check

Malta, MT 59538  
City, State Zip

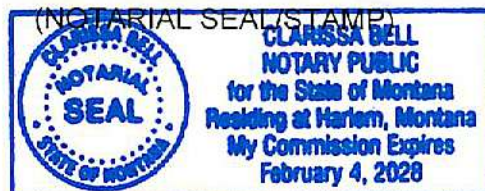
State of Montana

County of Blaine : (seal/stamp)

This instrument was acknowledged before me on this 16 day of July, 2025

by Paula R. Hawley

[Signature]  
Notary Signature



APPROVED:

\_\_\_\_\_  
Chair, Board of County Commissioners

\_\_\_\_\_  
Date

Replaced with warrant # \_\_\_\_\_, dated \_\_\_\_\_ (completed by County)

Handwritten text, possibly a signature or date, appearing in the upper right quadrant of the page.



**B.O.C.C. Regular**

4. g.

**Meeting Date:** 08/05/2025

**Title:** Recommendation of Award - MetraPark 6th Ave LED Sign IFB

**Submitted For:** Matt Kessler, Purchasing Agent

**Submitted By:** Matt Kessler, Purchasing Agent

---

**TOPIC:**

Recommendation of Award - MetraPark 6th Ave LED Sign IFB

**BACKGROUND:**

An Invitation for Bids was released on July 1st, 2025, for the Metra 6th Ave LED Sign project. Bids from Sign Products, Inc., Epcon Sign Group, Complete Signs, Yesco, LLC, and Billings Sign Guys were opened and read aloud by the Commissioners on July 29th, 2025. A selection committee has reviewed the bids and it is the recommendation of the committee to award the contract to Billings Sign Service.

**RECOMMENDED ACTION:**

Approve Notice of Intent to Award and return a copy to Finance.

---

**Attachments**

NOIA - Metra 6th Ave Sign  
6th Ave Sign Bid Tab Sheet

---



## **Yellowstone County Finance Department**

### **Notice of Intent to Award**

Solicitation Title: MetraPark 6<sup>th</sup> Ave LED Sign

Solicitation Close Date: July 28<sup>th</sup>, 2025

Notice of Intent to Award Posting Date: August 5<sup>th</sup>, 2025

Yellowstone County intends to award a contract to the apparent successful bidder/offeror of the above-mentioned solicitation. This Notice of Intent to Award shall not be considered a binding commitment by the County.

In accordance with relevant statutes and policies, the County has made available for public inspection the relevant bid tab/scoring matrix for the above-mentioned solicitation. Comments from the public regarding the proposed award must be submitted in writing to the Purchasing Agent at the email address listed below within this seven-day notice period.

Purchasing Agent/Contact Information: Matt Kessler, [mkessler@yellowstonecountymt.gov](mailto:mkessler@yellowstonecountymt.gov)

Apparent Successful Offeror(s)

**Billings Sign Service**

Unsuccessful Offeror(s)

Sign Products, Inc.

Epcon Sign Group

Complete Signs

Yesco, LLC

Billings Sign Guys

## YELLOWSTONE COUNTY BID TABULATION FORM

**Department: MetraPark**

**Date: Tuesday, July 29<sup>th</sup>**

**Project: MetraPark 6<sup>th</sup> Ave LED Sign**

Vendor Name	Bid Bond	Lump Sum	Alternate #1	Alternate #2	Alternate #3
Sign Products Inc. 1425 Monad Rd Billings, MT 59104	Yes	\$229,564.00	\$247,319.00	\$248,942.00	\$260,710.00
Complete Signs 227 Hostdale Drive Dothan, AL 36303	Yes	\$206,110.00			
Billings Sign Service 2003 Main Street Billings, MT 59105	Yes	\$228,300.00			
YESCO, LLC 2906 1 <sup>st</sup> Ave N Billings, MT 59101	Yes	\$259,251.00			

Epcon Sign Group PO Box 21239 Billings, MT 59104	Yes	\$210,000.00	\$237,000.00	\$221,000.00	\$273,000.00
Billings Sign Guys 219 S 24 <sup>th</sup> St Billings, MT 59101	No	\$223,665.00	\$265,306.00	\$245,042.00	\$231,042.00
					\$201,787.00



**B.O.C.C. Regular**

**4. h.**

**Meeting Date:** 08/05/2025

**Title:** Drug Forfeiture - Equitable Sharing Agreement and Certification

**Submitted By:** Anna Ullom, Senior Accountant

---

**TOPIC:**

Drug Forfeiture - Equitable Sharing Agreement and Certification (ESAC) for FY25

**BACKGROUND:**

Annual reporting and certification in order to remain compliant and continue participating in the Department of Justice's asset forfeiture and equitable sharing program.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

Drug Forfeiture - ESAC FY25

---



## Equitable Sharing Agreement and Certification



**NCIC/ORI/Tracking Number:** MT0560000

**Agency Name:** Yellowstone County Sheriff's Office

**Type:** Sheriff's Office

**Mailing Address:** P.O. Box 35003  
Billings, MT 59107

**Agency Finance Contact**

**Name:** Linder, Mike

**Phone:** 406-256-2929

**Email:** mlinder@yellowstonecountymt.gov

**Jurisdiction Finance Contact**

**Name:** Jones, Jennifer

**Phone:** 406-256-2816

**Email:** jjones@yellowstonecountymt.gov

**ESAC Preparer**

**Name:** Ullom, Anna

**Phone:** 406-256-2783

**Email:** aullom@yellowstonecountymt.gov

**FY End Date:** 06/30/2025

**Agency FY 2026 Budget:** \$35,525,840.00

### Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds <sup>1</sup>	Treasury Funds <sup>2</sup>
1	Beginning Equitable Sharing Fund Balance	\$123,306.65	\$90,285.29
2	Equitable Sharing Funds Received	\$51,034.03	\$0.00
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Force	\$0.00	\$0.00
4	Other Income	\$0.00	\$0.00
5	Interest Income	\$12,515.01	\$0.00
6	Total Equitable Sharing Funds Received (total of lines 2-5)	\$63,549.04	\$0.00
7	Equitable Sharing Funds Spent (total of lines a - n)	\$24,654.75	\$0.00
8	Ending Equitable Sharing Funds Balance (difference between line 7 and the sum of lines 1 and 6)	\$162,200.94	\$90,285.29

<sup>1</sup>Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

<sup>2</sup>Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$24,615.00	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$39.75	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$24,654.75	\$0.00

Equitable Sharing Funds Received From Other Agencies

Transferring Agency Name	Justice Funds	Treasury Funds

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor

**Name:** Tyler Bryant  
**Company:** Junkermier, Clark, Campanella, Stevens, PC (JCCS)  
**Phone:** 406-442-6901      **Email:** tyler.bryant@jccscpa.com

**Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.**

YES ☒    NO ☐    THRESHOLD NOT MET ☐

**Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse:** 2024-06-GSAFAC-0000346216

## Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

## Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

**1. Submission.** The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

**2. Signatories.** The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

**3. Uses.** Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

**4. Transfers.** Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

**5. Internal Controls.** The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

**6. Single Audit Report and Other Reviews.** Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

**7. Freedom of Information Act (FOIA).** Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

**8. Waste, Fraud, or Abuse.** An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

### Civil Rights Cases

**During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?**

☐ Yes ☒ No

### Agency Head

Name: Linder, Mike

Title: Sheriff

Email: mlinder@yellowstonecountymt.gov

Signature: \_\_\_\_\_



Date: \_\_\_\_\_

7-28-25

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

### Governing Body Head

Name: Morse, Mark

Title: Chairman- County Commissioners

Email: mmorse@yellowstonecountymt.gov

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** Amusement Permit

**Submitted For:** Stoney Field, Metra General  
Manager

**Submitted By:** Deb Christensen

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**TOPIC:**

Yearly Amusement Games Permit for MontanaFair

**BACKGROUND:**

Yearly Amusement Games Permit for MontanaFair

**RECOMMENDED ACTION:**

Amusement Games Permit for consent

---

**Attachments**

Amusement Game Permit

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August 1, 2025

**Amusement Games Permit**

Thomas Carnival, Inc., submitted a request to the Yellowstone County Board Commissioners for a Carnival Games Amusement License and Permit for the purpose of operating carnival games during the 2025 MontanaFair. After consideration of this request and pursuant to MCA Section 23-6-103 and 104, the Board hereby grants Thomas Carnival, Inc. an Amusement Game License in order to operate all carnival games listed in the Amusement Game License, shown below as Exhibit "A".

Dated this 5<sup>th</sup> day of August 2025

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Mark Morse, Chair

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Michael J. Waters, Member

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Chris White, Member

## **Exhibit A**

Fish Pond

Hoop or Ring Toss

Balloon Pop

Ball Toss

Basketball Toss/Throw

Fishbowl game

Soccer Ball Kick

Goblet Ball (Whiffle ball)

Skill Chute (Bulldozer)

High Striker

Rope Ladder

Water Race

Fool the Guesser

Bean Bag

Bottle Up

Wacky Wire

Other games provided for under the act.



**B.O.C.C. Regular**

**6. a.**

**Meeting Date:** 08/05/2025

**Title:** Yellowstone County Courthouse Wheelchair Loaner Policy

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Yellowstone County Courthouse Wheelchair Loaner Policy 25-95

**BACKGROUND:**

See the attached policy.

**RECOMMENDED ACTION:**

Approve.

---

**Attachments**

Wheelchair Loaner Policy

---

# YELLOWSTONE COUNTY COURTHOUSE

## WHEELCHAIR LOANER POLICY

### POLICY 25-95

#### **Purpose:**

To ensure all members of the public have equal access to Courthouse services, Yellowstone County provides wheelchairs as a courtesy to individuals with mobility impairments. This policy outlines the terms and procedures governing the use of Courthouse wheelchair loaners.

#### **Wheelchair Availability and Access:**

Wheelchairs are available from Room 106, on the main floor of the County Courthouse and may be used **exclusively on Courthouse property**.

Wheelchairs are available on a **first-come, first-served** basis during Courthouse business hours, Monday through Friday, 8:00 AM to 5:00 PM (excluding holidays).

Individuals may request a wheelchair by checking in at Room 106 on the main floor of the Courthouse.

#### **Duration of Use:**

Wheelchairs are for **short-term use** only, limited to the duration of the user's visit to the Courthouse.

Wheelchairs **must be returned to Room 106 of the Courthouse** before leaving the premises or before the Courthouse closing time on the same day.

#### **User Agreement and Liability Waiver:**

Prior to using a wheelchair, users must complete a **Wheelchair Loan Agreement**, which includes Name and Contact Information, (Valid Identification to confirm identity)

- Time and date of checkout.
- Agreement to return the wheelchair in good condition.
- Signature confirming understanding and acceptance of liability terms.
- Liability Waiver will be signed as part as part of the agreement which includes Acknowledgement that that the wheelchair is provided "as is".
- Agreement that Yellowstone County is not liable for injury or damage arising from the use of the equipment.
- Confirmation that the user is solely responsible for safe and proper use of the wheelchair.

**Maintenance and Sanitation:**

- Wheelchairs will be visually inspected by Courthouse staff after each use.
- A monthly preventative maintenance check will be performed by Facilities to ensure mechanical integrity of wheels, brakes, seats and arms.
- Wheelchairs will be cleaned and disinfected after every use using approved sanitizing agents.
- Any wheelchair found to be damaged or unsafe will be removed from circulation until repaired or replaced.

**User Responsibilities:**

- Users are expected to operate the wheelchair responsibly and only within the Courthouse.
- Wheelchairs must not be taken off site or used for transport outside of the Courthouse.
- Users must immediately report any malfunction, damage, or incident involving the wheelchair to staff in Room 106.

**Non-Compliance:**

Failure to follow the terms of the loan agreement may result in:

- Denial of future wheelchair loan privileges.
- Notification to law enforcement if equipment is removed or intentionally damaged.

**Contact:**

For questions or assistance with the wheelchair loaner program please contact the Yellowstone County Staff in room 106 or call 406-256-2705.

Approved this 5<sup>th</sup> day of August 2025. This policy becomes effective when approved.

Board of County Commissioners

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Mark Morse, Chair

---

Michael J. Waters, Member

---

Chris White, Member

ATTEST:

---

Jeff Martin, Clerk and Recorder

# Yellowstone County Wheelchair Loan Agreement

This agreement is made between the undersigned borrower and Yellowstone County Courthouse for the temporary loan of a wheelchair for use while on County premises.

## 1. Borrower Information:

Full Name: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Physical Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

## 2. Identification:

Type of ID Provided: \_\_\_\_\_

ID Number: \_\_\_\_\_

Borrower must present a valid government-issued photo ID at time of checkout.

## 3. Loan Details:

Checkout Date: \_\_\_\_\_ Checkout Time: \_\_\_\_\_

Expected Return Time (Same Day): \_\_\_\_\_

All wheelchairs **must** be returned to Room 106 before the Courthouse closes on the same day as the checkout.

## Liability Waiver and Terms of Use:

By signing this agreement, the borrower acknowledges and agrees to the following:

- The wheelchair is provided "**AS IS**" and in good working condition at the time of checkout.
- The borrower accepts full responsibility for the care and custody of the wheelchair while in their possession.
- The borrower agrees to return the wheelchair in the same condition in which it was loaned, excluding reasonable wear and tear.

- The wheelchair is to be used only within the Courthouse, for Courthouse business.
- The borrower agrees to immediately report any malfunctions, damage, or incident the wheelchair to Courthouse Staff.
- The County is not liable for any injuries, damage or loss resulting from the use of the wheelchair.
- The borrower waives all claims against the County arising from the use or misuse of the wheelchair.
- Failure to return the wheelchair as agreed will result in criminal charges.

### **Acknowledgement and Signature:**

I the undersigned, confirm that I have read, understand, and accept the terms and conditions of this wheelchair loan agreement. I acknowledge that the wheelchair is being provided "as Is" and I agree to return it I good condition.

Borrower's Name (print): \_\_\_\_\_

Borrower's Signature: \_\_\_\_\_

County Staff Name (print): \_\_\_\_\_

Staff Signature: \_\_\_\_\_

Date: month/day/year: \_\_\_\_\_

*For internal use only:*

Condition of wheelchair at checkout: \_\_\_\_\_

\_\_\_\_\_

Condition at return: \_\_\_\_\_

\_\_\_\_\_

Any Reported issues: Yes / No

Details if Yes: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**B.O.C.C. Regular**

6. b.

**Meeting Date:** 08/05/2025

**Title:** Benefit Program Application

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Benefit Program Application

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve or deny.

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**Attachments**

Benefit Program Application

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# Benefit Program Application ("ASO BPA")

## Application to Administrative Services Only (ASO) Group Accounts

administered by Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation,  
a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association, hereinafter referred to as the "Claim  
Administrator" or "BCBSMT"

Group Status: Renewing ASO Account

Employer Account Number (6-digits): 252390

Group Number(s): 252391, 252392

Section Number(s): 0001-0018, 9901-9909

Legal Employer Name: Yellowstone County

(Specify the Employer or the employee trust applying for coverage. Names of subsidiary or affiliated companies to be covered must also be named below. AN EMPLOYEE BENEFIT PLAN MAY NOT BE NAMED.)

ERISA Regulated Group Health\* Plan: ☐ Yes ☒ No

Is your ERISA Plan Year\* a period of 12 months beginning on the Effective Date of Coverage specified below? ☐ Yes

If not, specify your ERISA Plan Year\*: Beginning Date / / End Date / / (month/day/year)

ERISA Plan Administrator\*:

Plan Administrator's Address:

If you maintain that ERISA is not applicable to your group health plan, give legal reason for exemption:

Non-Federal - County; if applicable, specify other:

Is your Non-ERISA Plan Year\* a period of 12 months beginning on the Anniversary Date specified below? ☒ Yes

If not, please specify your Non-ERISA Plan Year\*: Beginning Date / / End Date / / (month/day/year)

**For more information regarding ERISA, contact your Legal Advisor.**

\*All as defined by ERISA and/or other applicable law/regulations

Effective Date of Coverage: (Month/day/Year)

07 / 01 / 2025

Anniversary Date: (Month/Day/Year)

07 / 01 / 2026

Retiree-Only Plan(s) Identification:

For more information regarding Retiree-only plans, contact your Legal Advisor.

Do you have one or more Retiree-only plan(s)? ☐ Yes ☒ No

If yes, please provide Benefit Agreement number, or group and section numbers of the Retiree-only plan(s):

Account Information	<input checked="" type="checkbox"/> NO CHANGES	<input type="checkbox"/> SEE ADDITIONAL PROVISIONS
Standard Industry Code (SIC): 9920	Employer Identification Number (EIN): 81-6001449	
Address: 217 North 27th Street Room 106		
City: Billings	State: MT	ZIP: 59101
Administrative Contact: LynnDee Schmidt	Title: Benefits and Safety Manager	
Email Address: Ischmidt@yellowstonecountymt.gov	Phone Number: 406-256-2737	Fax Number: 406-254-7908
<input checked="" type="checkbox"/> Mailing address is different from primary address		
Mailing Address: PO BOX 35041		
City: Billings	State: MT	ZIP: 59107-5041
Mailing Contact: LynnDee Schmidt	Title: Benefits and Safety Manager	
Email Address: Ischmidt@yellowstonecountymt.gov	Phone Number: 406-256-2737	Fax Number: 406-254-7908
<input type="checkbox"/> Billing address is different from primary address		
Billing Address:		
City:	State:	ZIP:
Billing Contact: LynnDee Schmidt	Title: Benefits and Safety Manager	

Proprietary and Confidential Information of Claim Administrator

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.

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Email Address: Ischmidt@yellowstonecountymt.gov

Phone Number: 406-256-2737

Fax Number: 406-254-7908

Wholly Owned Subsidiaries to be covered:

Affiliated Companies to be covered:

Employer Identification Number (EIN):

(Affiliated Companies must be required or permitted to be aggregated per IRS Guidelines. Employer hereby confirms that Employer, Subsidiaries and Affiliates are treated as a single employer under Internal Revenue Code Section 414(b), or (c), or (m) or (o), or under applicable law.)

Blue Access for Employers<sup>SM</sup> ("BAE<sup>SM</sup>") Contact: LynnDee Schmidt

Title: Benefits & Safety Mgr

(The BAE Contact is the Employee authorized by the Employer to access and maintain the Employer's account in BAE.)

Email Address: Ischmidt@yellowstonecountymt.gov

Phone Number: 406-256-2737

Fax Number: 406-254-7908

☒ The Employer or other company listed in this BPA is a public entity or governmental agency/contractor

### Producer of Record Information

☒ NO CHANGES ☐ SEE ADDITIONAL PROVISIONS

Effective: 01/01/2020

If applicable, the below-named producer(s) or agency(ies) is/are recognized as the Employer's Producer of Record (POR) to act as a representative in negotiations with and to receive commissions from BCBSMT, or Claim Administrator's corporate subsidiaries, as applicable, for procuring Claim Administrator's claims administration services for Employer's employee benefit program(s). This statement rescinds any and all previous POR appointments for the Employer. The POR is authorized to perform membership transactions on behalf of the Employer. This appointment will remain in effect until withdrawn or superseded in writing by Employer.

### Producer/Consultant Compensation:

The Employer acknowledges that if its POR acts on its behalf for purposes of purchasing services in connection with the Employer's Plan under the Administrative Services Agreement to which this ASO BPA is attached, the Claim Administrator may pay the Employer's POR a commission and/or other compensation in connection with such services under the Administrative Services Agreement. If the Employer desires additional information regarding commissions and/or other compensation paid to the POR by the Claim Administrator in connection with services under the Administrative Services Agreement, the Employer should contact its POR.

**Producer or Agency to whom commissions are to be paid\*:** Alliant Insurance Services, Inc.

Montana Producer #: 010017891

Address: 1420 5th Ave STE 1500

City: Seattle

State: WA

ZIP: 98101

Phone: 206-962-2000

Fax:

Email: MaryKay.Puckett@alliant.com

Is Producer/Agency appointed with BCBSMT in Montana? ☐ Yes ☐ No

**Secondary Producer or Agency to whom commissions are to be paid\*:** Mary Kay Puckett, 0%

Montana Producer #: 107829564

Address: 1420 5th Ave STE 1500

City: Seattle

State: WA

ZIP: 98101

Phone: 406-438-5615

Fax:

Email: MaryKay.Puckett@alliant.com

Is Producer/Agency appointed with BCBSMT of Montana? ☒ Yes ☐ No

Commissions:

☐ PCPM \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Flat \$ Does a Monthly Cap Apply ☐ Yes ☐ No \$ (If cap is annual, divide by twelve)

☐ Percentage of Stop Loss: %

ADDITIONAL COMMISSIONS: Producer 1 = 100%, Producer 2 = 0%

\*The Producer or agency name(s) above to whom commissions are to be paid must exactly match the name(s) on the appointment application(s).

### Schedule of Eligibility

☒ NO CHANGES ☒ SEE ADDITIONAL PROVISIONS

Employer has made the following eligibility decisions:

#### 1. Eligible Person means:

☒ A full-time employee of the Employer.

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- ☐ A full-time employee of the Employer who is a member of: (name of union)
- ☒ A part-time employee of the Employer.
- ☒ A retiree of the Employer. Define criteria:
- ☒ Other: COBRA

All Elected Officials

The following Participants are eligible for participation in the Plan:

1. Employees who have completed the Eligibility Waiting Period and who are actively working at least 40 hours per week for full-time Employees and 20-39 hours per week for part-time. Employees in the employ of entities eligible to participate in this health plan, or
2. Employees retiring from entities eligible to participate in this health plan and are under age of 65, and within 31 days of retirement have:
  - a. Elected coverage, are at least age 50 (hired prior to July 1, 2011) or at least age 55 (hired July 1, 2011 or after), or on disability retirement and are receiving a monthly pension benefit from Montana Public Employee Retirement Board, (Defined Benefit Plan or Defined Contribution Plan); and
  - b. Completed and filed with Yellowstone County, the Authorization for Deduction for Health Insurance Premium form. Add 2 "C" - language in separate document
3. Officials, who have been elected to office and completed at least one term of office, who are terminating employment, under age 65, and within 31 days of leaving office have:
  - a. Elected coverage; and
  - b. Are at least age 50 (elected prior to July 1, 2011) or at least age 55 (elected July 1, 2011 or after).

Retirees satisfying the above criteria, but receiving a Defined Benefit pension payment less the amount of the health insurance premium,

may continue coverage by submitting full payment by personal check to Yellowstone County. Premiums are requested by the 20th of each month for the following month's coverage. According to the terms of this contract, if a payment is not received by the due date (the first of the month) a 15-day grace period is allowed, but if full payment is not received within the grace period, the policy will be canceled. Check should be made payable to Yellowstone County. Mail payments to:

Yellowstone County  
Human Resources  
P.O. Box 35041  
Billings, MT 59107

Are any classes of employees to be excluded from coverage? ☐ Yes ☒ No

*If yes*, please identify the classes and describe the exclusion:

**2. Employee definition:**

**Full-Time Employee means:**

- ☒ A person who is regularly scheduled to work a minimum of 40 hours per week and who is on the permanent payroll of the Employer.
- ☒ Other: See Comments under Question 1

**Part-Time Employee means:**

- ☒ A person who is regularly scheduled to work a minimum of 20 hours per week and who is on the permanent payroll of the Employer.
- ☒ Other: See Comments under Question 1

**3. The Effective Date of termination for a person who ceases to meet the definition of Eligible Person:**

- ☐ The date such person ceases to meet the definition of Eligible Person.
- ☐ The last day of the calendar month in which such person ceases to meet the definition of an Eligible Person.
- ☒ Other:

An individual's insurance will end automatically on the earliest of the following dates:

\*Note: "Period" is defined as the following:

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1st of the month through the 14th of the month;

15th of the month through the last day of the month:

1. The date this Plan ends;
2. The end of the last period for which any required contribution agreed to in writing has been made (1st – 14th; or 15th – last day of month);
3. The last day of the period in which he or she is no longer eligible for insurance;
4. The last day of the period in which Employee's employment with the Employer ends. Except that: The Employer may, at its option, continue insurance as shown below for individuals whose employment has ended, if it does so without individual selection between Employees and if it continues making premium payments for those individuals.

Insurance may be continued for all Benefits for:

- An Employee on an approved leave of absence; or
- An Employee temporarily laid off; or
- An Employee unable to work because of disability.

Employee should refer to the Employee Handbook and/or Collective Bargaining Agreement for more specific information.

The Employer may, at its option, continue Employee's insurance for up to 12 months if the Employee's insurance would otherwise end due to his or her work schedule reducing to less than the minimum time required to qualify for coverage, provided the Employer does so without individual selection among Employees and provided that premium payments are continued for those individuals.

No Benefits are payable for charges incurred after an individual's insurance ends.

4. Select an effective date rule for a person who becomes an Eligible Person after the Effective Date of the Employer's health care plan (the effective date must not be later than the 91st calendar day after the date that a newly eligible person becomes eligible for coverage, unless otherwise permitted by applicable law).

- ☐ The date of employment.
- ☐ The day of employment.
- ☐ The day of the month following month(s) of employment.
- ☐ The day of the month following days of employment.
- ☐ The day of the month following the date of employment.
- ☒ Other: 1. Employees

If Employee coverage is noncontributory, an Employee's coverage will be effective on the day he or she becomes eligible.

If Employee coverage is contributory, each Employee who both applies for coverage on a form approved by BCBSMT and agrees in writing to pay the required contributions, will become covered as follows:

If the Employee applies within 31 days of the date he or she first becomes eligible, he or she will be covered on the later of:

- a. The date he or she applies; or
- b. The date he or she becomes eligible.

2. Dependents

If dependent coverage is noncontributory, a dependent's coverage will be effective on the date he or she becomes eligible. The Employee must be covered in order for his or her dependents to be covered.

If the dependent coverage is contributory, the Employee who both applies for dependent coverage on a form approved by BCBSMT and agrees in writing to pay the required contributions for dependents will become covered for his or her dependents as follows:

If the Employee applies within 31 days after the date he or she became eligible for dependents' coverage, his or her dependents will be covered on the later of:

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- a. The date the Employee applies for dependents' coverage; or
  - b. The date the Employee becomes covered.
3. Employees and Dependents
- a. If an Employee and spouse are both Employees of the group, any children shall be considered dependents of only one of the Employees, not both.
  - b. If an individual is not eligible because:
    - 1) The Employee is not actively working for the Employer; and/or
    - 2) The dependent is confined in a Hospital or Skilled Nursing Facility;
 The Employee will not become covered until the day he or she returns to full - time or qualified part - time active work and the dependent will not become covered if the Employee is not covered or if the dependent is confined in a Hospital or Skilled Nursing Facility.

#### Special Enrollment Period

A Special Enrollment Period is allowed with substantiating documentation for eligible Employees and/or dependents who are not currently enrolled and who originally declined coverage because they had other coverage, and:

- Whose other coverage was as a COBRA covered person and that coverage was exhausted, or
- Who lost eligibility for the prior coverage, or
- Who were covered on a group plan whose employer terminated contributions to that plan, and
- Who apply for coverage and submit required documentation under the current employer's plan within 31 days of the termination of such coverage.
- Who lost eligibility under either the Children's Health Insurance Program or the Medicaid Program, or the Employee or Family Participant becomes eligible for financial assistance for group health coverage, under either the Children's Health Insurance Program or the Medicaid Program.

A Special Enrollment Period also occurs when there is a change in family status: a birth, adoption, marriage, divorce, death or loss of eligible coverage.

\*Note: "Period" is defined as the following:

1st of the month through the 14th of the month;

15th of the month through the last day of the month:

- In the event of birth or adoption, the Employee and the Employee's dependents may enroll within 31 days of the birth or adoption. The effective date of the child will be the date of birth or adoption providing the new dependent was properly enrolled. The effective date of the dependents will be the first day of the period following birth or adoption.
- In the event of a marriage, an Employee previously eligible, but not enrolled, may enroll within 31 days after the marriage. The Employee's new spouse and/or children under the age of 26 may enroll within 31 days after the marriage. The effective date will be no later than the first day of the period beginning after the date the completed request for enrollment is received by the Plan.
- In the event of losing eligibility under either the Children's Health Insurance Program or the Medicaid Program, or the Employee must request enrollment for the Employee or Family Participant not later than 60 days after the date of termination of coverage. The effective date will be no later than the first day of the period beginning after the date the completed request for enrollment is received by the Plan.

Note: Required documentation may be, but not limited to, one or more of the following:

- a. Certified marriage certificate;
- b. Declaration of marriage without solemnization certificate;
- c. Court adoption papers;
- d. Certified birth certificate;
- e. Employment paperwork showing separation of employment (i.e., reduction in force, termination letter, etc.);
- f. Certificate of Eligible Coverage.

Is the waiting period requirement to be waived on initial group enrollment? ☐ Yes ☒ No

Are there multiple new hire waiting periods? ☐ Yes ☒ No

*If yes, please attach eligibility and contribution details for each section.*

#### 5. Domestic partners covered: ☐ Yes ☒ No

*If yes, a domestic partner is eligible to enroll for coverage.*

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- If **yes**, are domestic partners eligible for continuation of coverage? ☐ Yes ☐ No  
 If **yes**, are dependents of domestic partners eligible to enroll for coverage? ☐ Yes ☐ No  
 If **yes**, are dependents of domestic partners eligible for continuation of coverage? ☐ Yes ☐ No

The Employer is responsible for providing notice of possible tax implications to those Covered Employees with coverage for domestic partners and/or dependents of domestic partners.

6. **Limiting Age for covered children:** Twenty-six (26) years, regardless of presence or absence of a child's financial dependency, residency, student status, employment status, marital status, eligibility for other coverage, or any combination of those factors. Other:

7. **Termination of coverage upon reaching the Limiting Age:**

- ☐ The last day of coverage is the day prior to the birthday.  
☒ The last day of coverage is the last day of the month in which the limiting age is reached.  
☐ The last day of coverage is the last day of the billing month.  
☐ The last day of coverage is the last day of the year (12/31) in which the limiting age is reached.  
☐ The last day of coverage is the day prior to the Employer's Anniversary Date.

Will coverage for a child who is medically certified as disabled and dependent on the employee terminate upon reaching the Limiting Age even if the child continues to be both disabled and dependent on the employee? ☐ Yes ☒ No  
 However, such coverage shall be extended in accordance with any applicable federal or state law and the Disabled Dependent provisions of this BPA. The Employer will notify BCBSMT of any instance where the continuation of disabled dependent coverage is required.

8. **Disabled dependent:** A disabled dependent means a dependent child who is medically certified as disabled and dependent upon the Employee or his/her spouse. A child is a disabled child when the child is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months, per Internal Revenue Code Section 22(e)(3).

To administer medical certification of disabled dependents, you may select option (a) Standard Rules or (b) Custom Rules. BCBSMT will administer its standard process for administration of disabled dependent coverage if (a) below is selected by Employer, or at the Employer's direction memorialized below, BCBSMT will follow a customized process if Employer selects (b). If (b) is selected there are additional selections regarding age, proof of prior coverage, certification review, forms, and previous medical certification approvals.

- (a) ☒ Disabled dependent administration will follow **Standard Rules**.

A disabled dependent is eligible to **continue** coverage beyond the limiting age, provided the disability began before the child attained the age of 26. A disabled dependent is eligible to **add** coverage beyond the limiting age, provided the disability began before the child attained the age of 26, and proof of coverage as a disabled dependent is provided. Administration of certification review is administered by BCBSMT; a disabled dependent certification form must be submitted to BCBSMT.

- (b) ☐ Disabled dependent Administration will follow **Custom Rules**. Please make the following sections:

**Age:** Please select one option regarding age of when the disability began.

- ☐ The disability must have begun before the child attained the age of 26.  
☐ All disabled dependents are covered regardless of when the disability began.

**Proof of prior coverage:** Please select required or not required below:

When **adding** coverage, proof of prior coverage as a disabled dependent is ☐ required ☐ not required.

**Certification review:** Please select one option regarding the administration of certification review.

- ☐ Certification review is administered by BCBSMT; a disabled dependent certification form must be submitted to BCBSMT.  
☐ Certification review is administered by the Employer; there are no disabled dependent certification form requirements.

If certification review is administered by BCBSMT, please select one option regarding forms:

Proprietary and Confidential Information of Claim Administrator

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- ☐ Utilize BCBSMT disabled dependent certification forms.  
☐ Utilize custom/other disabled dependent certification forms.

**If Certification Review administered by BCBSMT, please select allowed or not allowed below:**

A disabled dependent approved certification from a prior insurance carrier is ☐ allowed ☐ not allowed.  
A disabled dependent approved certification from a prior BCBS policy is ☐ allowed ☐ not allowed.

**9. Will extension of benefits due to temporary layoff, disability or leave of absence apply?**

☒ Yes (specify number of days below) ☐ No

Temporary Layoff: TBD by Yellowstone County days Disability: TBD by Yellowstone County days

Leave of Absence: TBD by Yellowstone County days

*However, benefits shall be extended for the duration of an Eligible Person's leave in accordance with any applicable federal or state law. The Employer will notify BCBSMT of such requirements.*

**10. Enrollment:**

**Special Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents within thirty-one (31) days of a Special Enrollment qualifying event if he/she did not previously apply prior to his/her Eligibility Date or when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be the effective date of the qualifying event or, in the event of Special Enrollment due to marriage or termination of previous coverage, then no later than the first day of the Plan Month following the date of receipt of the person's application of coverage.

An Eligible Person may apply for coverage within sixty (60) days of a Special Enrollment qualifying event in the case either of a loss of coverage under Medicaid or a state Children's Health Insurance program, or eligibility for group coverage where the Eligible Person is deemed qualified for group coverage assistance under a state Medicaid or CHIP premium assistance program.

**Open Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so, during the Employer's annual Open Enrollment Period. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer. Such date shall be subsequent to the Open Enrollment Period. Specify Open Enrollment Period: TBD Changed "Open Enrollment" language...I'll send separate.

**Late Enrollment:** An Eligible Person may apply for coverage, family coverage or add dependents if he/she did not apply prior to his/her Eligibility Date or did not apply when otherwise eligible to do so. Such person's Coverage Date, family Coverage Date, and/or dependent's Coverage Date will be a date mutually agreed to by the Claim Administrator and the Employer.

**Select one of the provisions below:**

- ☒ Open Enrollment – Late applicants may only apply during Open Enrollment.  
☐ Late Entrant – Late applicants may apply at any time – coverage effective date is determined by the receipt date and the rules governing off-cycle enrollments.

**11. \* Does COBRA Auto Cancel apply? ☒ Yes ☐ No**

*Member's COBRA/Continuation of coverage will be automatically cancelled at the end of the member's eligibility period.*

*\*Not recommended for accounts with automated eligibility*

**CURRENT EMPLOYEE ELIGIBILITY INFORMATION**

☒ **NO CHANGES** Current number of Employees enrolled

☐ **SEE ADDITIONAL PROVISIONS**

Current Employee Eligibility Information only applies to new accounts. If your account is renewing, please just indicate the current number of enrolled employees (above).

**Total number of Employees:**

1. on payroll :
2. presently eligible for coverage:
3. serving new hire probationary period:

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4. with other coverage (i.e., other group coverage, Medicare, Medicaid, TRICARE/Champus):
5. total number of individuals currently covered under COBRA:
6. with retiree coverage (if applicable) :

Lines of Business (Check all applicable services)	<input type="checkbox"/> NO CHANGES <input type="checkbox"/> See Additional Provisions
<p><b><u>Medical Plan Services:</u></b></p> <p><input checked="" type="checkbox"/> PPO</p> <p><input type="checkbox"/> POS</p> <p><input type="checkbox"/> Traditional</p> <p><b><u>Consumer Driven Health Plan:</u></b></p> <p><input checked="" type="checkbox"/> Blue Edge<sup>SM</sup> HSA (PPO) (Preferred Vendor: HealthEquity, Inc.)* If HealthEquity, Inc. is selected, BCBSMT to send HSA enrollment to HealthEquity, Inc</p> <p style="margin-left: 20px;"><input checked="" type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p style="margin-left: 20px;">Non-Preferred Vendor:</p> <p><input type="checkbox"/> Blue Edge<sup>SM</sup> (HCA) Administrative Services (if purchased, complete separate HCA BPA)</p> <p><input checked="" type="checkbox"/> FSA (Preferred Vendor: HealthEquity, Inc.)*</p> <p style="margin-left: 20px;">Non-Preferred Vendor:</p> <p><input type="checkbox"/> HRA (Preferred Vendor: Select Vendor)*</p> <p style="margin-left: 20px;">Non-Preferred Vendor:</p> <p><b><u>Additional Services:</u></b></p> <p><input checked="" type="checkbox"/> Wellbeing Management</p> <p><input type="checkbox"/> Wellness Incentives</p> <p><input type="checkbox"/> Health Advocacy Solutions</p> <p><input type="checkbox"/> Mercer Health Advantage</p> <p><input type="checkbox"/> Custom Care Management Unit</p> <p><input type="checkbox"/> Employee Assistance Program (EAP)</p> <p><input type="checkbox"/> Blue Directions<sup>SM</sup> (Private Exchange) (If selected, the Blue Directions Addendum is attached and made a part of the parties' Administrative Services Agreement.)</p> <p><input type="checkbox"/> Limited Fiduciary Services for Claims and Appeals</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other Select Product</p> <p><input type="checkbox"/> Other</p> <p><input type="checkbox"/> Other</p>	<p><b><u>Ancillary Services:</u></b></p> <p><input checked="" type="checkbox"/> Dental Plan Services</p> <p><input type="checkbox"/> Vision Insurance (if selected, complete a separate application)</p> <p><input type="checkbox"/> Stop Loss (if selected, complete separate Application and Policy Schedule for Stop Loss Coverage)</p> <p><input type="checkbox"/> Life, Disability, Critical Illness, Accident or Hospital Indemnity Insurance (if selected, complete a separate application for those coverages)</p> <p><input checked="" type="checkbox"/> COBRA Administrative Services (if selected, complete separate HCSC COBRA Administrative Services Addendum)</p> <p><b><u>Benefit Period</u></b></p> <p><input type="checkbox"/> Plan Year</p> <p><input checked="" type="checkbox"/> Contract Period 01/01 to 12/31</p> <p><b><u>Prescription Drugs:</u></b></p> <p><input checked="" type="checkbox"/> Covered under a pharmacy benefit (If selected, the PBM Fee Schedule Addendum must be attached and is part of this BPA.)</p> <p><input type="checkbox"/> Covered under the medical benefit</p> <p><b><u>Pharmacy Network (Select one):</u></b></p> <p><input checked="" type="checkbox"/> Traditional Select Network</p> <p><input type="checkbox"/> Advantage Network</p> <p><input type="checkbox"/> Value Network</p> <p><input type="checkbox"/> Elite Network</p> <p><input type="checkbox"/> Network on PBM Fee Schedule Addendum</p> <p style="margin-left: 20px;">DRUG LIST: Balanced Drug List</p> <p style="margin-left: 20px;">Other (please specify): Biosimilar Exclusive Balanced Drug List</p> <p><b><u>PPO/HSA Preventive Drug List:</u></b></p> <p style="margin-left: 20px;">Please specify: HSA</p> <p><b><u>Other Rx programs:</u></b></p> <p style="margin-left: 20px;">Please specify: Select Program</p>

\*An HSA must be paired with a qualified high deductible health plan (HDHP) and follow strict requirements set forth by the Internal Revenue Service (IRS). Employer Groups should seek advice from their independent tax advisor, legal counsel, or other professional counselor, to ensure their proposed benefit strategy with respect to HSAs, FSAs, HRAs, or other benefit arrangements does not conflict with current IRS requirements.

Mercer Health Advantage is offered by Mercer, an independent company, and is administered by Blue Cross and Blue Shield of Montana.  
 Custom Care Management Unit is offered by Willis Towers Watson, an independent company, and is administered by Blue Cross and Blue Shield of Montana.  
 Medical and Dental benefits and services are administered by Blue Cross and Blue Shield of Montana, a Division of Health Care Service Corporation, a Mutual Legal Reserve Company, an Independent Licensee of the Blue Cross and Blue Shield Association.

**Proprietary and Confidential Information of Claim Administrator**

Not for use or disclosure outside Claim Administrator, Employer, their respective affiliated companies and third-party representatives, except with written permission of Claim Administrator.



List Service: _____				
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
Miscellaneous: _____	\$ _____	\$ _____	\$ _____	\$ _____
<b>Total</b>	<b>\$(55.05)</b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>

\*The Rebate Credit is a per Covered Employee per month credit applied to the monthly billing statement. The Employer and Claim Administrator have agreed to the Rebate Credit and Employer agrees that it and its group health plan have no right to, or legal interest in, any portion of the rebates, either under the pharmacy benefit or the medical benefit, actually provided by the Pharmacy Benefit Manager ("PBM") or a pharmaceutical manufacturer to Claim Administrator and consents to Claim Administrator's retention of all such rebates. The Rebate Credit will be provided from Claim Administrator's own assets and may or may not equal the entire amount of rebates actually provided to Claim Administrator by the PBM or expected to be provided. Rebate Credits shall not continue after termination of the Prescription Drug Program. Employer agrees that any Rebate Credit provision in the governing Administrative Services Agreement to the contrary is hereby superseded.

<b>Administrative Line Item Charges</b>		<b>Frequency</b>	<b>Amount</b>
<input checked="" type="checkbox"/> <b>SEE ADDITIONAL PROVISIONS</b>			
Other: Data Exchange List Service: <u>Claims Extract</u>	Annual If applicable, describe other: _____		<b>\$400</b>
Other: Data Exchange List Service: <u>Reverse Eligibility</u>	Annual If applicable, describe other: _____		<b>\$2,000</b>
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Other: Select Service Category List Service: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		\$ _____
Miscellaneous: _____	Select Billing Frequency If applicable, describe other: _____		_____ %
<b>Total:</b>			<b>\$ _____</b>

<b>Other Service and/or Program Fee(s)</b> <input checked="" type="checkbox"/> <b>NO CHANGES</b> <input type="checkbox"/> <b>SEE ADDITIONAL PROVISIONS</b>
<p><b>NSA Fees</b></p> <p>In connection with the claims, items, and services that are subject to the No Surprises Act ("NSA") and disputed by a Provider, Employer agrees to pay Claim Administrator the following fees:</p> <ul style="list-style-type: none"> <li>Fifty dollars (\$50) for each claim that is the subject of informal negotiation with a Provider (this fee will be charged in the event the Provider, in its sole discretion, determines that it will not accept the initial payment amount); and</li> <li>An additional seventy-five dollars (\$75) per claim for each independent dispute resolution process ("IDR") where Claim Administrator represents Plan (this fee will be charged in the event the Provider, in its sole discretion, determines that it will initiate IDR after the informal negotiation period); and</li> </ul> <p>All costs imposed by the IDR entity or any state, federal or local government entity in connection with an IDR.</p> <p><b>Not applicable to Grandfathered Plans</b></p> <p><b>External Review Coordination:</b> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>If yes, coordination fee: \$700 for each external review requested by a Covered Person that the Claim Administrator coordinates for the Employer in relation to the Employer's Plan. Employer elects for external reviews to be performed under the Affordable Care Act external review process.</p>



**Advanced Payment Review (APR):** ☐ Yes ☒ No

APR is a suite of payment integrity offerings. Refer to the Matrix. If Employer elects APR, indicate APR Savings Program or PEPM below:

☐ APR Savings Program

☐ PEPM

**For APR capabilities other than Reimbursement Services:** If Employer elects APR Savings Program, Claim Administrator will invoice the percentage indicated in the Fee Schedule of any savings amounts identified by Claim Administrator or third-party.

**Reimbursement Services:** ☒ Yes ☐ No If yes, Claim Administrator will retain twenty-five percent (25%) of any recovered amounts made on third-party liability claims other than recovery amounts received as a result of or associated with any Workers' Compensation Law.

**FlexAccess™:** ☒ Yes ☐ No

As part of its plan design, Employer has directed Claim Administrator to administer claims, copay and coinsurance requirements for Covered Persons enrolled in the FlexAccess program, including (i) adjusting Covered Persons' copayment amounts to the amount of the manufacturer copay assistance, (ii) applying such manufacturer assistance to reduce Covered Persons' out of pocket costs, and (3) not applying the manufacturer assistance to Covered Persons' deductibles and out of pocket maximum accumulators. Employer agrees that FlexAccess is a plan design decision of Employer and is consistent with Employer's plan design and supported by plan documents. Employer further agrees it is solely responsible for, and will hold Claim Administrator harmless for, the legal and regulatory compliance of the Plan and its plan design.

Claim Administrator will assess a program fee equal to 20% of the total shared savings. Total shared savings is calculated as follows:

The difference between Employer responsibility without the FlexAccess Program and Employer responsibility with the FlexAccess Program. The Employer responsibility with the FlexAccess Program is cost of the drug minus: (1) the manufacturer copay assistance dollars that are allocated to the cost of the drug and (2) the member's cost share for the member enrolled in the program. The Employer responsibility without the FlexAccess Program is the cost of the drug minus the member cost share if the member was not enrolled in the program.

**FLEXACCESS™ QUALIFIED HDHP:** ☒ Yes ☐ No

Claim Administrator will assess a fee equal to 20% of program savings for administrative fees. Program savings (shared savings) will be calculated based on the manufacturer copay assistance dollars that are allocated to the cost of the drug minus the member's estimated cost share (copay or coinsurance) that would have been paid if they were not enrolled in the program.

The difference between Employer Responsibility for claims utilizing FlexAccess Qualified HDHP and not utilizing FlexAccess Qualified HDHP includes as follows:

WITH FLEXACCESS QUALIFIED HDHP: Cost of drug – amount manufacturer copay assistance used – Member out-of-pocket cost (if any) up to Deductible... Copay assistance reversed from deductible. Plan pays no portion.

WITHOUT FLEXACCESS QUALIFIED HDHP: Cost of drug – member out-of-pocket cost - Non-FlexAccess Qualified HDHP coupon... Copay assistance applied to Deductible. Plan may pay portion of claim after deductible met

**Third-Party Law Firms Provisions (other than Reimbursement Services):**

Employer will pay no more than 35% of any recovered amount made by Claim Administrator's third-party law firm or up to 35% of any recovered amount will be deducted from the amount distributed according to established allocation processes.

**Alternative Compensation Arrangements:** Employer acknowledges and agrees that Claim Administrator has Alternative Compensation Arrangements with contracted Providers, including but not limited to Accountable Care Organizations and other Value Based Programs. Further information concerning Employer's payment for Covered Services under such Arrangements is described in the Administrative Services Agreement between the Claim Administrator and the Employer.

**Virtual Visits Program:** ☐ Yes ☒ No If yes, Covered Persons would be able to obtain certain Covered Services remotely via interactive video and/or interactive audio/video (where available) capability from Virtual Visits powered by MDLIVE.

MDLIVE® is a separate company that operates and administers Virtual Visits for persons with coverage through Blue Cross and Blue Shield of Montana. MDLIVE is solely responsible for its operations and for those of its contracted providers. MDLIVE® and the MDLIVE logo are registered trademarks of MDLIVE, Inc., and may not be used without permission.

**Proprietary and Confidential Information of Claim Administrator**

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## Termination Administrative Charges

The Termination Administrative Charge applicable to the Run-Off Period shall be equal to the sum of the amounts obtained by multiplying the total number of Covered Employees by category (*per Covered Employee per individual or family composite*) during the three (3) months immediately preceding the date of termination by the appropriate factors shown below. In the event of a partial termination, the Termination Administrative Charge shall be the sum of the amount obtained by multiplying three (3) times the total number of terminated Covered Employees by the appropriate factors shown below.

Service	Composite			
Medical Run-off Administration Charge	\$20.32	\$_____	\$_____	\$_____
Dental Run-off Administration Charge	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
Miscellaneous	\$_____	\$_____	\$_____	\$_____
<b>Total:</b>	\$20.32	\$_____	\$_____	\$_____

### Other Provisions

☒ NO CHANGES    ☐ SEE ADDITIONAL PROVISIONS

#### 1. Summary of Benefits & Coverage:

- a. Will Claim Administrator create Summary of Benefits and Coverage (SBC)?
  - ☒ Yes. (Please answer question b. The SBC Addendum is attached.)
  - ☐ No. (If No, then skip question b and refer to the Administrative Services Agreement for further information.)
- b. Will Claim Administrator distribute the (SBC) to Covered Persons?
  - ☒ No. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and provide SBC to Employer in electronic format. Employer will then distribute SBC to Covered Persons (or hire a third party to distribute) as required by law.
  - ☐ Yes. Claim Administrator will create SBC (only for benefits Claim Administrator administers under the Administrative Services Agreement) and distribute SBC to Covered Persons via regular hardcopy mail or electronically. Distribution Fee for hardcopy mail is one dollar and fifty cents (\$1.50) per package.

#### 2. Massachusetts Health Care Reform Act:

Does the Employer direct Claim Administrator to provide written statements of creditable coverage to its Covered Employees who reside, or have enrolled dependents who reside, in Massachusetts and file electronic reports to the Massachusetts Department of Revenue in a manner consistent with the requirements under the Massachusetts Health Care Reform Act? ☒ Yes    ☐ No

*If no:* The Employer acknowledges (1) it will provide written statements and electronic reporting to the Massachusetts Department of Revenue if required by the Massachusetts Health Care Reform Act or (2) that it does not believe it is subject to the notification and reporting requirements of the Massachusetts Health Care Reform Act.

#### 3. Prior Authorization (applicable to the purchased medical management program): Employer acknowledges and agrees to utilize Claim Administrator's standard list of services and supplies for which Prior Authorization (also called pre-notification or preauthorization) is required.

#### 4. Essential Health Benefits ("EHB") Election:

Employer elects EHBs based on the following:

1. ☒ EHBs based on a Claim Administrator state benchmark:
  - ☐ Illinois                      ☒ Montana                      ☐ New Mexico                      ☐ Oklahoma                      ☐ Texas
2. ☐ EHBs based on benchmark of a state other than IL, MT, NM, OK and TX

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If so, indicate the state's benchmark that Employer elects: \_\_\_\_

3. ☐ Other EHB, as determined by Employer

In the absence of an affirmative selection by Employer of its EHBs, then Employer is deemed to have elected the EHBs based on the Montana benchmark plan.

**5. Alternative Care Management Program** (applicable to the purchased medical management program):

- ☒ Yes ☐ No

*The undersigned representative authorizes provision of alternative benefits for services rendered to Covered Persons for Utilization Management, Case Management, including but not limited to Behavioral Health, and other health care management programs.*

6. This ASO BPA is binding on both parties and is incorporated into and made a part of the Administrative Services Agreement between the parties with both such documents to be referred to collectively as the "Administrative Services Agreement" unless specified otherwise.

**7. Independent Dispute Resolution Process:**

Employer authorizes and directs Claim Administrator to offer an amount not to exceed the greater of the Qualifying Payment Amount (QPA) or the amount allowed on the initial notice of payment or denial of a claim on behalf of the Employer during negotiations under the federal IDR process.

**Additional Provisions:**

Benefit Changes 7/1/2025:

- Group has elected the Balanced Biosimilar Exclusive Formulary
- No other changes

BCBSMT will provide a one-time wellness credit of \$30,000 for the twelve-month period beginning on the 07/01/2025, to be used to cover costs and expenses associated with implementation and/or operation of a wellness program. If Employer cancels coverage before expiration of the policy period, Employer will be required to refund BCBSMT the full amount of the wellness credit.

Group is a 7-1 Plan Year. Plan Document should list the plan as a 7-1 Plan year

- Spouse is defined as, The opposite sex or the same sex person to whom the Employee cohabitates and is legally married, based upon the law in effect at the time of and in the state or other appropriate jurisdiction in which the marriage was performed, recognized, or declared.

Each Employee must fill out and sign an enrollment card.

For the purposes of the SPD, special enrollment period should be noted as: 1st through the 14th and then 15th through the last day of the month. The paperwork says 1st through the 15th and then 16th through the last day of the month for our system requirement, but the book need to say through the 14th and then 15th until the last day of the month. This clarification in our SPD is needed so it matches the county's other handbooks and documentation.

-Yellowstone County Human Resources is the Plan Administrator, Plan Sponsor, and Plan Fiduciary

-LynnDee Schmidt, Benefits and Safety Manager, is a Plan Contact, Appeals/Exception Contact, Claims and Admin Fee Billing Contact, Privacy Contact, and has Access to PHI through the portal

-Yellowstone County Civil Attorney, Attn: Plan Sponsor, is the Agent for Service of Legal process

BCBSMT creates the plan documents and these include the Plan Logo. BCBSMT will provide Yellowstone County electronic copies for distribution. - BCBSMT will provide 25 hard copies of each SPD to Yellowstone County

- ID Cards include the Plan Logo and is a combined medical/rx/dental card

- All eligibility is provided by Yellowstone County

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- BCBSMT can accept address and demographic changes directly from participants

- Group does not offer free coverage for 31 day babies/grand children. Permanent addition only via Plan notification. Grandchildren are only allowed via legal adoption and notification is from Plan only

#### Appeals Determinations and Extra Contractual Benefits

The Plan Administrator or Plan Contact identified above is authorized to render a final determination as to whether to uphold Claim Administrator's determination on appeal to deny benefits to a Covered Person. The individual(s), if any, identified on Claim Administrator's Letter of Acknowledgment and Indemnification for Extra-Contractual Payments is(are) authorized to request extra-contractual benefits on behalf of Covered Persons. A Letter of Acknowledgment need only be executed annually.

7/1/2025 is year 1 of a three year rate guarantee.

Employer has directed Claim Administrator to administer claims, copay and co-insurance requirements for members enrolled in FlexAccess™ Qualified HDHP with dates of services on or after 07/01/2024. Additionally, pursuant to Employer's direction, Claim Administrator will process any manufacturer copay assistance for which member is eligible and receives and will not apply the value of the manufacturer copay assistance for covered drugs to the members' deductibles and Out of Pocket Maximum accumulators. The member's Out of Pocket costs would apply to the deductibles and Out of Pocket Maximum. For avoidance of doubt, Employer agrees that the FlexAccess™ Qualified HDHP program is a plan design decision of Employer in its role as plan sponsor and Employer hereby acknowledges that this benefit is consistent with their plan design and supported by the Employer's plan documents. Employer is solely responsible for the design and operation of any Plan it offers to Covered Persons, including the legal and regulatory compliance of those benefit plan designs. Employer hereby acknowledges and agrees to be solely responsible for its plan design and the directions provided here, including compliance with ERISA, the Affordable Care Act, Internal Revenue Code and related IRS regulations, and any other applicable State or Federal laws, and agrees to indemnify and hold harmless Claim Administrator for any costs, losses, lawsuit or other liabilities related to this plan design and these directions regarding FlexAccess™ Qualified HDHP."

Renalogic for outpatient dialysis. Claims denied by BCBSMT for facility and independent lab claims. Dialysis services are carved out to Renalogic for outpatient services only. For any section in the SPD that refers to the Outpatient Dialysis benefit state: "Please see the separate dialysis booklet."

FOR COMMISSIONS - Please use the below address.

Lockbox # & Address

AIS DB EB Op Account

PO Box 745977

Los Angeles CA 90074-5977

Fedex Delivery Address only

Bank of America Lockbox Services

Lockbox 745977

2706 Media Center Drive

Los Angeles CA 90065-1733

The employer health plan has opted OUT to participating in in-state and out-of-state Value-Based Programs for the 2025 year

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**Signature**

Erin Huffman

*Erin Huffman*

Sales Representative

600 406-437-6336

District Phone &amp; FAX Numbers

Mary Kay Puckett

Producer Representative

Alliant Insurance Services, Inc.

Producer Firm

1420 5th Ave Ste 1500, Seattle WA 98101

Producer Address

406-438-5615

Producer Phone &amp; FAX Numbers

MaryKay.Puckett@alliant.com

Producer Email Address

107829564

Tax I.D. No.

*Kevin Gillen*

Signature of Authorized Purchaser

*Kevin Gillen*

Print Name

*INTERIM Human Resource Director*

Title

*7-30-25*

Date

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## PROXY

The undersigned hereby appoints the Board of Directors of Health Care Service Corporation, a Mutual Legal Reserve Company, or any successor thereof ("HCSC"), with full power of substitution, and such persons as the Board of Directors may designate by resolution, as the undersigned's proxy to act on behalf of the undersigned at all meetings of members of HCSC (and at all meetings of members of any successor of HCSC) and any adjournments thereof, with full power to vote on behalf of the undersigned on all matters that may come before any such meeting and any adjournment thereof. The annual meeting of members is scheduled to be held each year in the HCSC corporate headquarters on the last Tuesday of October at 12:30 p.m. Special meetings of members may be called pursuant to notice provided to the member not less than thirty (30) nor more than sixty (60) days prior to such meetings. This proxy shall remain in effect until either revoked in writing by the undersigned at least twenty (20) days prior to any meeting of members or by attending and voting in person at any annual or special meeting of members.

From time to time, HCSC pays indemnification or advances expenses to its directors, officers, employees or agents consistent with HCSC's bylaws then in force and as otherwise required by applicable law.

☐ Intentionally left blank by the Employer

Group No.: 252390

By: Kevin Gillan  
Print Signer's Name Here

→ Kevin Gillan INTERIM Human Resource Director  
Signature and Title

Group Name: Yellowstone County

Address: PO Box 35041

City: Billings State: MT ZIP: 59107

Dated this 30<sup>th</sup> day of July 2025  
Month Year

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**B.O.C.C. Regular**

**6. c.**

**Meeting Date:** 08/05/2025

**Title:** PARS

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

**PERSONNEL ACTION REPORTS - Detention Facility** - 1 Appointment; **MetraPark** - 1 Appointment; **Commissioner's** - 1 Appointment

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** Board Minutes

**Submitted By:** Teri Reitz, Board Clerk

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**TOPIC:**

Board Minutes - Lockwood Irrigation District Meeting Minutes

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

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**Attachments**

Lockwood Irrigation District Board Minutes

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## Meeting Minutes:

June 18, 2025

The June meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert by telephone, Brent Kober, and Bob Riehl, Manager Carl Peters and Secretary/Treasurer, Angela Watson.

The meeting was called to order at 7:00 PM by Bob Riehl. May 21, 2025, meeting minutes were reviewed, a motion was made by Terry Seiffert, seconded by Brent Kober to approve the May 21<sup>st</sup> minutes, motion carried. Steve and Sindi Smith, Steve Nave, and Dick Hoke were also present.

**Public Comment:** Steve Nave: What's the penalty for violation of enforcement water regulation's part G (for putting the wrong culverts on the ditch). Terry explained there is no penalty. Then Mr. Nave asked about part H as well (working right of way on both sides of the ditch for cleaning). Who are you training to run the pumps after Carl. Brent Kober said that would be his interest in the future.

Steve Smith: The ditch up in Pine Hills we are having problem with opening and closing. Sindi and Steve would like to have a key to turn the water off in case of flooding their property in the middle of the night. They also asked if their neighbor Bill Grice could get a key in case it happens on his property as well. The board said that this could be a temporary fix but that we may need to look at replacing the headgate, or extension on the twist so that Sindi and Steve can operate it. McCabe has the lateral in his fenced back yard, and he has dogs in the yard, so no one has access to clean it. McCabe wanted the headgate out of his yard and Steve thinks that he should pay for the new headgate because the old one worked just fine.

## New Business

1. **\$1,739,00.00 Bond:** Askin Construction was paid \$257,461.87 per board approved pay app # 2 in June.
2. **PH Rehab Project:** Steve Smith had a good question at the last meeting about the pump warranty. Watertronics warrants its pump station products to be free of defects in materials and workmanship for a period of 24 months from the date of startup, but no later than 27 months from invoicing. Steve Smith asked if the pumps are installed in November, then why aren't we firing up the pumps, then instead of May next year. The Manager said that he had discussed this with the engineers, and they are positive that there will be no issues but that if we did change fire up date that we would have generated a change order and those cost more money. The engineer pointed out that the change order for moving the walkway over 24" will cost an additional \$850.00. Northwestern Energy installing electrical supply with easement granted by Metra RV is going to cost \$14,367.00, which is up from the original cost estimate of \$13,951.00 and we need board approval for these changes. A motion was made by Terry Seiffert and seconded by Bob Riehl, motion carried. The annual lease invoice from BNSF for \$917.00 **is the** same amount as it was last year, which would be a continuation of the original 1913 lease as last amended in 1987.
3. **Liability Insurance Proposal:** This year's insurance renewal amount is \$15,997.00 from Glatfelter, we need a motion to approve the renewal. The motion was made by Bob Riehl and seconded by Terry Seiffert.
4. **2025 LID Assessment List:** Deadline is August 18<sup>th</sup> to report back to the Yellowstone County Finance Office.
5. **MDT Interchange Projects: Lockwood Interchange:** Dowl is looking at 60' siphon that goes under I-90.
6. **OHR Sidewalk Project:** nothing new
7. **2025 Contract Water:** Zelda Fox has agreed to pay for a full acre at \$500.00. We will need to send a new contract stating the new amount.
8. **Required Audit:** The Manager would like to invite the interested accountants that are willing to perform our one-time audit to discuss the engagement. 12/31/25 deadline.

## Old Business

1. **LID-LWSD Water Rights:** Nothing new.
2. **2014 LID Rate Update 2019:** On Hold.

**Manager's Report:**

The Manager started the pumps on June 3<sup>rd</sup> at 4:27AM and 4:47AM. Pump 2 has always vibrated but it seems like it is a bit more this year. The amperage is at the maximum today 240 + amps. There was an issue with the amount of turns on the cross over and it caused some issues with a bit of over the banks with water, but it seems to be dialed in now. Gary Heacker has 21 acres of hay that he is going to harvest and will need most of the water so that Lehman understand that they won't be getting water on the 60' during this period. The Manager is going to go check on the Lehman 100' headgate. Shotcrete was done at 3631 Spotted Jack Loop S. on 5/30/25 and we have had no reports of seepage in the basement. Dale Hanson did some underwater mud compacting at 215 Greenwood and this has been problem area for years so we will need to do some shotcrete in this area next year. The Manager is going to talk to Dale Hanson about the same procedure (mud compaction) being performed at Lantana Dr and Cedar Canyon Dr. Every year there are issues with headgates being plugged such as Hillner Park and Gary Forrester's 100' headgate on Sherwood. There were some flooding issues between Gardiner and Sterling, Northwestern Energy because they had to cut down some trees and they just left the trunks in the lateral in the alley. The Manager called and had them remove them from the lateral. The Manager asked whose responsibility it would be to have them removed from where Northwestern Energy moved them. Terry Seiffert said that it would be the homeowner's responsibility because it is on private property. The Manager received a call from the old Bradley place. They said that a person on Canary is dumping sewage in the ditch. The Manager went there today to investigate, and they did not smell anything or see anything out of the ordinary, but he will continue to monitor the situation.

**Secretary's Report:**

The May financial reports will be presented at the July 16<sup>th</sup> meeting. With no further business, a motion was made to adjourn by Brent Kober, 2<sup>nd</sup> Bob Riehl, the meeting was adjourned at 7:55PM. The next board meeting will be on July 16, 2025, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,  
Angela Watson, Secretary/Treasurer

**B.O.C.C. Regular**

**Meeting Date:** 08/05/2025

**Title:** ARPA Project Tracking Sheet Update

**Submitted By:** Anna Ullom, Senior Accountant

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**TOPIC:**

ARPA Project Tracking Sheet

**BACKGROUND:**

ARPA Project Tracking Sheet updated through 7/29/25. There are two projects left to expend through ARPA funds, both for the John V Ostlund County Administration Building. The Short Term Detention Facility project has fully expended its budgeted portion of ARPA funds and is now utilizing the funds contributed by the City of Billings towards the project.

**RECOMMENDED ACTION:**

File.

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**Attachments**

ARPA Project Tracking Sheet - through 7.29.25

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## ARPA Projects

UPDATED: 7/29/2025

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

Cash @ 7/29/25

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

Predicted Expenditures
\$ 15,665,317.00
15,665,317.00
125,781.82
325,606.10
1,250,000.00
(31,312,150.74)
1,719,871.18
(1,719,871.18)
\$ 0.00

### Remaining Funds to Spend

-	LATC Funds - CAB	
-	Project #6 - South Expo Lot (Water Service Lines)	
833,941.37	Short Term Detention Facility project	

Name	Discussion	Budget	Expended	Remaining Exp.	Explanation for Variance		Expenditure Category
IAQ (indoor air quality) upgrades - HEPA Filtration (Original anticipated budget was \$4,000,000)	5/27/21, 7/12/21					Y (Eng.)	1.4 - Prevention in Congregate Settings
(COMBINED WITH IAQ PROJECT)					Deduct REPLACING ALL Roof Top AHU - Declined by BOCC		1.4 - Prevention in Congregate Settings
- Propane-air standby facility (Original Budget was	5/27/21, 7/12/21	\$ 1,356,565.40	\$ (1,356,565.40)	\$ -		Y	
Digital screens/ public address system - PA System	5/27/21, 7/12/21	\$ 305,604.85	\$ (305,604.85)	\$ -	DEDUCT - Did not replace 186 Sub-Woofer in original budget	Y	1.7-Other COVID-19 Public Health Expenses
- Arena Security system & Parking Lot	5/27/21, 7/12/21	\$ 1,134,518.33	\$ (1,134,518.33)	\$ -	Deducted Data Cables and extensive number of drops proposed for Expo & Pavilion	Y	1.7-Other COVID-19 Public Health Expenses (incl. Comm., Enforcement, Isolation/Quarantine)
- LED Video Display/Signage	5/27/21, 7/12/21	\$ 1,442,076.20	\$ (1,442,076.20)	\$ -	Bids came in substantially below original estimates	Y	1.7-Other COVID-19 Public Health Expenses
Sewer, Water, and Power infrastructure upgrades (Original Budget was \$14,509,546.00)	5/27/21, 7/12/21				Reduced # of Security Cameras & bids came in under estimates // Est vs. Bid	Y	5.18- Water and Sewer: Other
PROJECT #1 OF 6 - VIP PREMIUM LOT (COMPLETED) & ARENA PARKING LOT ISLANDS (COMPLETED)		\$ 900,037.23	\$ (900,037.23)	\$ -	City Participation and value engineering		5.18- Water and Sewer: Other
PROJECT #2 OF 6 - LOWER LOT (PAVILION & EXPO) OUTSIDE SEWER LINES		\$ 6,929,149.43	\$ (6,929,149.43)	\$ -			
PROJECT #3 OF 6 - ARENA LOT & RIDESHARE BID = \$2,178,344.00 less exclusion of vault (\$528,000.00) + C.O.s 60,860.52 = \$1,711,979.52		\$ 1,530,797.89	\$ (1,530,797.89)	\$ -	Bids came in below original estimates and removed Vault replacement		5.18- Water and Sewer: Other
PROJECT #4 OF 6 - ARENA - INDOOR SEWER LINES		\$ 315,319.52	\$ (315,319.52)	\$ -			5.18- Water and Sewer: Other
PROJECT #5 OF 6 - BACK LOTS / RV LOTS (ELECTRICAL, WATER, SANITARY SEWER, ROCK SCALING, SCARFING ROCK LEDGE, WEB CABLE NETTING)		\$ 4,346,337.54	\$ (4,346,337.54)	\$ -			5.18- Water and Sewer: Other
PROJECT #6 OF 6 - METRA H2O LINES		\$ 1,475,237.72	\$ (1,475,237.72)	\$ -			5.18- Water and Sewer: Other
PROJECT #6 OF 6 - SOUTH EXPO LOT - WATER SERVICE LINES - CITY OF BILLINGS PORTION (not ARPA reported)	CITY FUNDS	\$ 325,606.10	\$ (325,606.10)	\$ -	CITY PORTION OF WATER MAIN REPLACEMENT		N/A
Lockwood TEDD - Engineering Costs (Original Budget was \$556,000.00)	5/27/21, 7/12/21	\$ 772,305.83	\$ (726,552.23)	\$ -		Y	7.2- Transfer to Other Units of Gov't
Previously Completed Projects (YWCA \$200k; Huntley Water & Sewer \$25k; Kart Kleen \$53,850; LUX Electrostatic Cleaner \$1,702; Temperature Scanner \$2,907; Remote Learning Wifi and Cabling YSC \$13,583.49; VTC Equip for Justice Court \$2,388.88)		\$ 299,431.37	\$ (299,431.37)	\$ -			
County Attorney	10/26/2021	\$ 996,901.51	\$ (996,901.51)	\$ -			3.4-Public Sector Capacity: Effective Service Delivery
EXTENSION / 4H HVAC SYSTEM		\$ 132,880.00	\$ (132,880.00)	\$ -			6.1- Provision of Government Services
County Admin/Miller Building - HVAC		\$ 1,790,605.00	\$ (1,231,416.00)	\$ (559,189.00)	HVAC portion of Dick Anderson Construction contract.		1.4-Prevention in Congregate Settings
County Admin/Miller Building - Plumbing		\$ 1,924,690.28	\$ (1,597,949.47)	\$ (326,740.81)	Plumbing portion of Dick Anderson Construction contract is \$2,199,408 - reduced budget to get to zero dollars left to obligate		6.1-Provision of Government Services
County Admin/Miller Building - Construction Docs (LATC Funds Report)	LATC FUNDS	\$ 9,031.82	\$ (9,031.82)	\$ -	Plumbing from Dick Anderson Construction contract partially funded with LATC Funds - FINAL REPORT WILL BE 12/31/25		
County Admin/Miller Building - Plumbing (LATC Funds Report)	LATC FUNDS	\$ 116,750.00	\$ (116,750.00)	\$ -	Plumbing from Dick Anderson Construction contract partially funded with LATC Funds - FINAL REPORT WILL BE 12/31/25		
Short Term Jail		\$ 5,723,929.50	\$ (5,723,929.50)	\$ -	Remainder of project/contracts to be expensed out of General Fund CIP; this budget amount represents signed contracts as of 12/31/24.		6.1-Provision of Government Services
Short Term Jail (not ARPA reported)	CITY FUNDS	1,250,000.00	(416,058.63)	(833,941.37)	Received \$500k & \$750k in FY25, and will receive \$750k in FY26		
*Color indicates completed project		\$ 33,077,775.52	\$ (31,312,150.74)	\$ (1,719,871.18)			