

**OFFICIAL AGENDA
TUESDAY August 12, 2025
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Stillwater Building
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting**

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. PRESENTATION

PROMOTIONS

Deputy Sheriff Kelso Promoted to Detective
Deputy Sheriff Bidlake Promoted to Detective

9:00 a.m. BID OPENING

Bid Opening for Yellowstone County Legal Advertising

9:00 a.m. PUBLIC HEARING

Resolution 25-96 to Change Fee Schedule for the Fuego Fire Service Area

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Board Appointment - Sharon Cline to Yellowstone County Museum Board
- b. Term Extension for ARPA Grant Letter
- c. MACo Property and Casualty Agent Appointment and Agreement

2. FINANCE

- a. Notice of Award - MetraPark 6th Ave LED Sign IFB
- b. Request to Expend - Facilities - Ostlund Building Elevator Repairs
- c. Resolution 25-97 to Create RSID 916M to Maintain Dry Hydrant in Clark Stone Commercial Subdivision
- d. Contract Amendment - As Built Updates - Cushing Terrell

3. **METRA PARK**

Metra Trust Check Log for June 2025

4. **PUBLIC WORKS**

On-Call Contract with Performance Engineering for Right of Way Inspection

5. **SHERIFF**

Revised Summit Foods Pricing Agreement Effective 7/1/25

6. **HUMAN RESOURCES**

a. Accusource Agreement

b. Benefit Report Letters

c. **PERSONNEL ACTION REPORTS - District Court - 1 Appointment, Human Resources - 1 Appointment; Sheriff's Office - 1 Termination; Youth Services Center - 1 Salary & Other**

FILE ITEMS

1. **AUDITOR**

Payroll Audit

2. **CLERK AND RECORDER**

a. Board Minutes - County Water District of Billings Heights

b. Montana Department of Revenue Certified Taxable Values

3. **CLERK OF DISTRICT COURT**

Checks and Disbursements for July 2025

4. **HUMAN RESOURCES**

July 16 - July 31 Payroll Audit

5. **PUBLIC WORKS**

Material Contract with Fisher Sand & Gravel

PUBLIC COMMENTS ON COUNTY BUSINESS

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Sheriff's Office Promotions

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PROMOTIONS

Deputy Sheriff Kelso Promoted to Detective

Deputy Sheriff Bidlake Promoted to Detective

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Bid Opening for Yellowstone County Legal Advertising

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Yellowstone County Legal Advertising

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer the bids to staff for recommendation back to the BOCC.

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Resolution to Change Fee Schedule for the Fuego Fire Service Area

Submitted By: Steve Williams

TOPIC:

Resolution 25-96 to Change Fee Schedule for the Fuego Fire Service Area

BACKGROUND:

The Fuego FSA is facing a budget shortfall of approximately \$22,300 under the current fee schedule for 2026. The Fuego Fire Service Area Board of Trustee's has proposed an increase in fees from \$350 to \$500 for residential structures, and from \$500 to \$750 for commercial structures.

RECOMMENDED ACTION:

Hold a public hearing. Vote to approve or deny the resolution.

Attachments

Attachment
Resolution



FUEGO FIRE SERVICE AREA

BOARD OF TRUSTEES | YELLOWSTONE COUNTY

MINUTES of meeting of the Board of Trustees for the Fuego Fire Service Area, Yellowstone County, MT

June 17, 2025

Board members present: Rick Cebull, JD, Jim Swain, John Gregory, MD, and Bob Ruble, MD
Guests present: Fred Morganthaler and Shawna House, both from Fuego Volunteer Fire Company (VFC).

The meeting was called to order at 5 pm, June 17, 2025.

Fred Morganthaler presented his findings after extensive review of Fuego expenses and revenue. Corrosive well water has created the need for unbudgeted overhaul of the station water system. In addition, maintenance and repairs of the aging firefighting vehicles, currently being done in-house for free, will need to be done commercially in the future, due to the age of the individual performing those tasks heretofore.

With these expenses in mind, Morganthaler developed a budget for 2026 for the Fuego VFC, showing an expected deficit of \$22,300. The board, after reviewing his findings, approved this budget.

While an occasional small deficit can be managed in various ways, an ongoing deficit of this size is not sustainable. Therefore, the Board approved the following resolution unanimously:

Resolved, the fee for fire protection in the Fuego Fire Service Area should be increased from a flat fee of \$350 to \$500 for residential structures, and from \$500 to \$750 for business structures, pursuant to Sec. 7-33-2105 (1) (d), and Sec. 7-33-2404 (1) M.C.A.

Signed,

Robert T. Ruble, MD,
Lead Trustee

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 96

Resolution to Change Fee Schedule for Fuego Fire Service Area

WHEREAS, Section 7-33-2401 of the Montana Code Annotated gives a board of county commissioners the authority to create a fire service area. Section 7-33-2404 of the Montana Code Annotated gives a board the authority to establish a fee schedule to fund the operation of the area. The Montana Code Annotated does not explicitly provide the process a board should use to change a fee schedule for an area. To allow for public participation in government, a board should provide the public with notice of its intent to change the fee schedule and provide the public with the opportunity to address the board about a change in the fee schedule. To change a fee schedule, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive written comments prior to the hearing, hold a public hearing, receive written and oral comments at the hearing, consider the information provided and pass a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners created the Fuego Fire Service Area that provides fire protection to land north of the City of Billings.

WHEREAS, the Yellowstone County Board of County Commissioners would like to change the fee schedule for structures for the Fuego Fire Service Area due to anticipated budget shortfalls of approximately \$22,300 under the current fee schedule for 2026. Attached is a copy of the Fuego Fire Service Area Board of Trustee's resolution showing the current and proposed fee schedule, with an increase from \$350 to \$500 for residential structures, and from \$500 to \$750 for commercial structures.

WHEREAS, on July 29, 2025, the Yellowstone County Board of County Commissioners passed a resolution of intent to change the fee schedule for the Fuego Fire Service Area and set a public hearing on the change for August 12, 2021. On August 1, 2025 and August 8, 2025, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On August 12, 2025, the Board held a public hearing. The Board heard comments at the hearing. The Board considered the comments. The Board decided it would be in the best interest of the public to change the fee schedule.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners changes the fee schedule for the Fuego Fire Service Area. The Board adopts the proposed fee schedule attached to the resolution as the fee schedule for the Area. The fee schedule shall continue until changed by the Board.

Passed and Adopted on the 12th 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

B.O.C.C. Regular

1. a.

Meeting Date: 08/12/2025

Title: Board Appointment

Submitted By: Erika Guy

TOPIC:

Board Appointment - Sharon Cline to Yellowstone County Museum Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Sharon Cline

Yellowstone County



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

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

August 12, 2025

Ms. Sharon Cline
4333 Laredo Pl
Billings, MT 59106

RE: Yellowstone County Museum Board

Dear Ms. Cline,

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. Zach Garhart, 1950 Terminal Circle, Billings, MT 59105

B.O.C.C. Regular

1. b.

Meeting Date: 08/12/2025

Title: Term Extension for ARPA Grant Letter

Submitted By: Erika Guy

TOPIC:

Term Extension for ARPA Grant Letter

BACKGROUND:

See Attachment

RECOMMENDED ACTION:

Approve or Deny

Attachments

Term Extension for ARPA Grant Letter

Yellowstone County



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

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

August 12, 2025

Rachel Gemar
Compliance Program Lead
American Rescue Plan Act (ARPA) Program
Conservation and Resource Development Division
1539 Eleventh Avenue
Helena, MT 59601

RE: Term Extension for ARPA Grant #AM-22-0063

Dear Rachel:

Yellowstone County requests an extension of the term date for ARPA Grant# AM-22-0063 to June 30, 2026. The County committed these funds to the WBYC Water & Sewer District's Water System Improvement project and acknowledges that this will be the final day to incur expenses for reimbursement and that the ARPA program will not reimburse costs incurred beyond this date. The County agrees to submit the final reimbursement request, final report, and all other requested submittals to DNRC within 90 days of closeout once all information is received from the District and Great West Engineering.

Justification for Extension

The WBYC Water & Sewer District serves Worden and Ballantine, Montana, providing drinking water to residents. In recent years, the district faced elevated nitrate levels and potential surface water intrusion. A DEQ analysis confirmed high contamination risk, leading to an 18-month correction period, an Administrative Order on Consent in June 2020, and a surface water treatment rule violation in early 2021.

A 2022 Preliminary Engineering Report (PER) addressed these issues and identified major distribution system deficiencies—such as undersized pipes, leaks, and water loss—impacting both Worden and the Huntley Project Schools, which serve over 750 students.

Over the past five years, the district has worked diligently to improve its water system. The planned improvements involve developing a new water source that meets DEQ nitrate standards and is not affected by surface water, as well as replacing and upgrading the aging distribution system. The project is divided into five prioritized phases.

Phases 1–3 address the most urgent needs to bring the system into compliance with DEQ drinking water standards. These phases are funded through a combination of USDA Rural Development (RD) grants and loans. ARPA Minimum Allocation and ARPA Competitive funds are being used to cover potential cost overruns in Phases 2 and 3, and to fully fund Phases 4 and 5. These ARPA funds also support grant administration, audit fees, geotechnical studies, DEQ permitting, engineering, and construction.

The project was originally scheduled for completion by December 2023. However, the district encountered several delays beyond its control, including difficulties securing a contractor for well drilling, land acquisition challenges, and the need for an additional year of water monitoring to secure water rights. Combined with rising post-COVID construction costs, these delays made it clear that additional funding would be required to complete Phases 1–3. As a result, bidding those phases first was critical to determine how much ARPA funding would remain for Phases 4 and 5.

Phase 1 was completed several years ago. Bids for Phases 2 and 3 opened on June 3, 2025, followed by Phase 4 on June 5, 2025. Phase 4 was awarded and will be fully funded by ARPA. Construction started on August 4, 2025, and is on track for completion by December 31, 2025, the ARPA deadline.

After the Phase 2–3 bid opening, RD committed an additional \$1.23 million, fully covering construction costs for Phases 1–3. This freed up ARPA funds to be redirected to Phase 5. Great West Engineering finalized the Phase 5 design, which received DEQ approval in July 2025. The project was immediately advertised, with a pre-bid meeting held on July 30, 2025. However, contractors raised concerns about material lead times and winter construction, indicating the current schedule was unworkable.

The County is requesting a term extension through June 2026 to allow construction to begin in favorable weather and ensure the successful completion of Phase 5.

Remaining Scope Items

Phase 4

Upsize and replace the redundant transmission main between Ballantine and Worden and extend the water main on North 15th Road.

- August 4, 2025 - Construction starts
- October 27, 2025 - Substantial Completion

Phase 5

Portion of distribution system replacements to upsize the 4-inch mains to 8-inch mains in the communities of Worden and Ballantine.

- August 20, 2025 - Bid opening
- August 31, 2025 – Contract Awarded (Contingent upon ARPA extension)
- June 30, 2026 - Substantial Completion (Contingent upon ARPA extension)

Detailed Timeline and Projected Expenditures for Project

The funding available for Phase 4 and 5 construction is \$3,957,467.63. Bids for Phase 4 came in at \$1,678,963, resulting in a remaining balance of \$2,278,504.63 available for Phase 5. The bid opening for Phase 5 is scheduled for August 20, 2025. At that time, we will determine how much funding can be reallocated to Professional Services, RPR, and Construction Management.

	Phase 4-5				
ADMINISTRATION	ARPA Competitive	ARPA Yellowstone MAG	TOTAL	Phase 4 AWARD	Phase 5 BID 8/20/25
Professional Services	\$ 46,776.63	\$ 3,223.37	\$ 50,000.00		
TOTAL ADMINISTRATION	\$ 46,776.63	\$ 3,223.37	\$ 50,000.00		
CONSTRUCTION RELATED ACTIVITIES					
Geotechnical Investigation	\$ 16,000.00		\$ 16,000.00		
DEQ Permitting Fees	\$ 9,530.00		\$ 9,530.00		
Engineering Basic (Pre-Design, Final Design, Bidding, CN Mngmnt, Post CN)	\$ 453,500.00		\$ 453,500.00		
Engineering RPR	\$ 127,500.00		\$ 127,500.00		
Construction	\$ 507,500.00	\$ 2,217,967.63	\$ 3,957,467.63	\$ 1,678,963.00	\$ 2,278,504.63
Contingency	\$ 223,193.37		\$ 223,193.37		
TOTAL ACTIVITY	\$ 1,337,223.37	\$ 2,217,967.63	\$ 4,787,191.00		
TOTAL PROJECT BUDGET	\$ 1,384,000.00	\$ 2,221,191.00	\$ 4,837,191.00		

The projected spending for each quarter is outlined in the table below. Funding for Phase 4 will be utilized through the first quarter of 2026, while Phase 5 will be fully spent by the end of the second quarter of 2026. The County will provide the DNRC with a detailed timeline and projected expenditure schedule by September 12, 2025 when received from the District or Great West Engineering, following the district's meeting on September 8th.

Date	Budget Category	Funding Source
Q3 2025	Professional Services, Permitting Fees, Engineering, RPR, Construction	Ph4 100%
Q4 2025	Professional Services, Engineering, RPR, Construction	Ph4 100%

Q1 2026	Professional Services, Engineering, RPR, Construction	Ph4 100%
Q2 2026	Professional Services, Engineering, RPR, Construction	\$2,278,504.63

Timeline for Expenditure of All Committed Match

Phases 4 and 5 are funded by ARPA MAG and ARPA Comp. Both grants will be 100% spent down by June 30, 2026; therefore, 100% of the matching funds will also be expended.

Additional Grant Conditions

Yellowstone County agrees to abide by the following conditions:

- ☒ Monthly calls with DNRC grant manager, District and GW Eng.
- ☐ Monthly progress reports, to be submitted prior to reimbursement
- ☒ Include DNRC grant manager on all pre-construction and construction calls
- ☐ Other (please specify): N/A

Sincerely,

Mark Morse, Chair
Yellowstone County Commissioners

B.O.C.C. Regular

1. c.

Meeting Date: 08/12/2025

Title: Property and Casualty Agent Appointment and Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MACo Property and Casualty Agent Appointment and Agreement

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

MACo Property and Casualty Agent Appointment and Agreement



PROPERTY & CASUALTY

07/01/2026-06/30/2027

AGENT APPOINTMENT AND AGREEMENT

This Agent Appointment and Agreement is made this 20 by and between Yellowstone County (County, hereinafter "Entity"), MACo Property and Casualty Trust (hereinafter "MACo PCT") and Marsh McLennan Agency (local agent/agency, hereinafter "Agent"), for the purpose of setting forth the rights and responsibilities of each party. It is understood that the agent is the representative of the Entity that designated them to perform the tasks listed below.

THE PARTIES AGREE AS FOLLOWS:

1. RELATIONSHIP OF PARTIES:

- a. The Agent is an independent contractor, not an employee of either MACo PCT or the Entity. The Agent performs services as agreed upon between the Entity and the Agent. MACo PCT is not a party to that agreement.
- b. MACo PCT agrees to pay to the Agent the commission agreed upon between the Entity and the Agent based on the net contribution assessed on the Entity for property, liability, excess insurance, and bond payments.
- c. Entity is responsible for appointing an Agent to perform the below described services.

2. RESPONSIBILITY OF AGENT: The Agent will provide the following information and services as needed and required by MACo PCT:

- Provide the necessary underwriting information and application for annual renewals in a timely manner as required by MACo PCT.
- Provide updated building and contents, vehicle, contractor, and other schedules including additions and deletions during the course of the policy year.
- Coordinate loss control services and other services provided by MACo PCT including periodic property appraisals and monitoring the achievement of established action plans.
- Participate in and coordinate claims reporting, documentation, and reviews with their entities and MACo PCT Claims Department at a minimum of once each quarter.

- Attend scheduled Agent meetings and report to the entity(s) the information presented at those Agent meetings, specifically mid policy year and renewal information.
- Provide input and advice to the MACo PCT Trust Administrator relative to coverages, services and overall program processes and effectiveness.
- Cooperate fully with MACo PCT to facilitate investigation and adjustment of any claim when requested to do so.
- Refrain from admitting or denying liability on any claim against the Entity.

3. RESPONSIBILITY OF AGENT; INDEMNIFICATION AND ASSURANCES: Agent shall:

- Secure and maintain and errors and omissions policy carrying a liability limit of not less than \$1,000,000.
- Maintain Books of account pertaining to the Entity's business which will be open for inspection by MACo PCT and the Entity upon reasonable notice.
- Indemnify and hold harmless the Entity and MACo PCT from all liability arising out of the Agent's error, act, or omission, except to the extent that such error resulted from MACo PCT or the Entity.

4. PERFORMANCE AND TERMINATION: The parties agree the services will begin on the above date. This agreement shall remain in force until terminated by either party.

Any party may terminate this agreement without cause at any time by written notice. If any party materially breaches any provision of this agreement, the non-breaching parties may terminate immediately without prior written notice and seek damages for losses sustained as a result of such breach.

MACo PCT and Entity reserve the right to terminate this agreement immediately if Agent's insurance license is revoked or suspended, or if Agent fails to comply with Montana law, or Agent becomes bankrupt or insolvent.

5. GENERAL PROVISIONS:

- a. No failure to insist upon strict compliance with any of the above terms shall constitute a waiver of the right to later require compliance or will constitute a waiver of any other provision of the Agreement.
- b. Entity and MACo PCT reserve the right to require an Agent to change the Agent's representative if they are dissatisfied with representative's performance.
- c. This agreement will be interpreted under the laws of the State of Montana, with the 1st Judicial District as the exclusive venue for disputes.

6. **CONFIDENTIALITY OF INFORMATION:** Agent understands that materials in the claims files are highly sensitive and contain privileged information of claimants. Agent agrees to hold in strict confidence all information Agent receives, either orally or in writing, in regard to the claim files. Agent agrees not to divulge any information received or reviewed in relation to the claim files to any person or entity other than MACo PCT Claims personnel and their designated agents.

Devon Holness / Marsh McLennan Agency
Agent/Agency Name

[Signature]
Agent Signature

8/5/25
Date

County Commission Chair or Board Chair

Date

MACo PCT Trust Administrator
Acknowledgement of Receipt by MACo PCT

Date

Commission Percentage 15%

B.O.C.C. Regular

2. a.

Meeting Date: 08/12/2025

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

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice 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 reviewed the bids and recommended that Billings Sign Service be awarded the contract, which the BOCC approved on August 5th, 2025.

RECOMMENDED ACTION:

Approve notice of award and return a copy to Finance.

Attachments

Notice of Award - Metra 6th Ave Sign



Yellowstone County Finance Department

Notice of Award

Date of Issuance: August 12th, 2025

Solicitation Title: MetraPark 6th Ave LED Sign

Solicitation Close Date: July 28th, 2025

Bidder: Billings Sign Service

Bidder's Address: 2003 Main Street, Billings, MT 59105

This document shall serve as notifications that Billings Sign Service is the successful bidder for the MetraPark 6th Ave LED Sign project for the base sum of \$228,300.00. A formal contract will follow this document.

B.O.C.C. Regular

2. b.

Meeting Date: 08/12/2025

Title: Request to Expend - Facilities - CAB Elevator Repairs

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request to Expend - Facilities - Ostlund Building Elevator Repairs

BACKGROUND:

The Facilities Department is requesting Commissioners' approval for the purchase of services to repair two control boards for the elevators in the Ostlund Building. The cost of this service is \$42,300.00 for labor and material. This purchase was not included in the preliminary FY26 budget, but there are sufficient funds available in the General Fund - Building account (4050.000.599.411200.920).

RECOMMENDED ACTION:

Sign RTE and repair order and return a copy to Finance.

Attachments

RTE - Elevator Repairs CAB

Otis Repair Order



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:

Repairs on elevator at Cab

Cost: \$42,300

Other Costs: _____

Less Trade-in / Discount _____

Net Cost of Request \$42,300

Explanation of Purchase

water damage from sump failure, shorted 3
boards in controls.

Facilities

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.589.411200.920

Approved: YES ___ NO ___

Budget Balance: \$18,737,451.30

Tabled: _____

Is this a budgeted item? No

Date: _____

Finance Note: _____

Votes: YES NO

Chairperson _____

Member _____

Member _____

Mr. Kessler 8/7/2025

Purchasing Agent

Date

Otis Service and Repair Order

7/30/2025

CUSTOMER NAME

Yellowstone County
PO BOX 35015
BILLINGS, MT 591075015

OTIS ELEVATOR COMPANY

E 510 North Foothills Dr
Spokane, WA 99207

OTIS CONTACT

Gregory Norris
Phone: +1 (406) 890-9054
Email: Gregory.Norris@otis.com

PROJECT LOCATION

MILLER BUILDING
2825 THIRD AVE, NORTH
BILLINGS, MT 59101

PROPOSAL NUMBER

QTE-002228358

We propose to furnish the necessary material and labor on the following units:

Unit	Customer Designation
234984	CAR 1
234985	CAR 2

SCOPE OF WORK

Otis will supply labor and material to replace 2x damaged control (IOBD) boards and program for proper operation, and replace water compromised pit components.

Material provided shall be installed in accordance with the ASME A17.1 Safety Code for Elevators and Escalators.

The customer will be responsible for paying local inspection fees if applicable.

Your account representative will contact you to schedule the work. All work will be performed during regular working days and hours of the Elevator Trade unless otherwise specified above. The price quoted below does not include sales tax and is valid for 30 days from the date specified above. The work will be scheduled based on the availability of material and manpower to complete the job efficiently.

The scope proposed herein represents the entire scope that we are contracted for, if additional work is required by others to allow for completion of this work and/or for the inspection to occur, that work is not included. If additional labor and material are needed, a supplemental proposal will be sent.

OTIS SERVICE AND REPAIR ORDER

PRICE

\$42,300.00

Forty-two thousand three hundred dollars

This price is based on a **one hundred percent (100%) downpayment** in the amount of \$42,300.00.

PAYMENT TERMS:

- The downpayment amount is due in full prior to Otis ordering material and/or mobilizing.
- If you choose the alternative downpayment amount listed below, the corresponding adjustment shall be applied to the base contract amount.

Downpayment Percent	Price Adjustment Percentage	Authorization (Initial)
50%	+ 4%	

In the event 100% of the contract price is not paid up front, we must be paid the remaining balance no later than the completion of work. Final invoice will be submitted once work is scheduled.

This proposal, including the provisions printed on the pages following, shall be a binding contract between you, or the party identified below for whom you are authorized to contract (collectively referred to herein as "you"), and us when accepted by you through execution of this proposal by you and approved by our authorized representative; or by your authorizing us to perform work for the project and our commencing such work.

SUGGESTED BY: PATRICK MCCLURE**TITLE:** Mechanic

Accepted in Duplicate

Yellowstone County**Otis Elevator Company**

Date: _____

Date: _____

Signed: _____

Signed: _____

Print Name: _____

Print Name: Gavin Burns

Title: _____

Title: Sr Manager & GM, Spokane

Email: _____

Email: _____

Company Name: Yellowstone County

☐ Principal, Owner or Authorized Representative of
Principal or Owner☐ Agent _____
(Name of Principal or Owner)

TERMS AND CONDITIONS

1. This quotation is subject to change or withdrawal by us prior to acceptance by you.
2. The work shall be performed for the agreed price plus any applicable sales, excise or similar taxes as required by law. In addition to the agreed price, you shall pay to us any future applicable tax imposed on us, our suppliers or you in connection with the performance of the work described. Furthermore, you agree that the agreed price is subject to increase caused by any reason beyond Otis' reasonable control including but not limited to commodity, fuel, tariff, and/or shipping transportation cost increases.
3. Payments shall be made as follows: A down payment of One Hundred percent (100.0%) of the price shall be paid by you upon your signing of this document. Full payment shall be made on completion if the work is completed within a thirty days period. If the work is not completed within a thirty day period, monthly progress payments shall be made based on the value of any equipment ready or delivered. We reserve the right to discontinue our work at any time until payments shall have been made as agreed and we have assurance satisfactory to us that subsequent payments will be made when due. Payments not received within thirty (30) days of the date of invoice shall be subject to interest accrued at the rate of eighteen percent (18%) per annum or at the maximum rate allowed by applicable law, whichever is less. We shall also be entitled to reimbursement from you of the expenses, including attorney's fees, incurred in collecting any overdue payments.
4. In the event the work is not completed within 180 calendar days from your original authorization to proceed through no fault of Otis, Otis may notify you of an updated price – which may be accepted or rejected by you. If rejected, Otis will not be required to perform work, and no amounts will be due and payable by you hereunder except amounts for any labor, services, or materials that had already been furnished or procured by Otis prior to notice of price increase. If you are not notified of a new price by Otis, then the parties' obligations will be unchanged and each party will be required to perform their obligations hereunder.
5. Our performance is conditioned upon your securing any required governmental approvals for the installation of any equipment provided hereunder and your providing our workmen with a safe place in which to work. Additionally, you agree to notify us if you are aware or become aware prior to the completion of the work of the existence of asbestos or other hazardous material in any elevator hoistway, machine room, hallway or other place in the building where Otis personnel are or may be required to perform their work. In the event it should become necessary to abate, encapsulate or remove asbestos or other hazardous materials from the building, you agree to be responsible for such abatement, encapsulation or removal, and in such event Otis shall be entitled to delay its work until it is determined to our satisfaction that no hazard exists and compensation for delays encountered if such delay is more than sixty (60) days. In any event, we reserve the right to discontinue our work in the building whenever in our opinion this provision is being violated.
6. Unless otherwise agreed in writing, it is understood that the work shall be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, an additional charge therefore, at our usual rates for such work, shall be added to the contract price. The performance of our work hereunder is conditioned on your performing the preparatory work and supplying the necessary data specified on the front of this proposal or in the attached specification, if any. Should we be required to make an unscheduled return to your site to begin or complete the work due to your request, acts or omissions, then such return visits shall be subject to additional charges at our then current labor rates.
7. Title to any material to be furnished hereunder shall pass to you when final payment for such material is received. In addition, we shall retain a security interest in all material furnished hereunder and not paid for in full. You agree that a copy of this Agreement may be used as a financing statement for the purpose of placing upon public record our interest in any material furnished hereunder, and you agree to execute a UCC -1 form or any other document reasonably requested by us for that purpose.
8. Except insofar as your equipment may be covered by an Otis maintenance or service contract, it is agreed that we will make no examination of your equipment other than that necessary to do the work described in this contract and assume no responsibility for any part of your equipment except that upon which work has been done under this contract.
9. Otis shall not be liable for any loss, damage or delay due to any cause beyond our reasonable control including, but not limited to, acts of government, strikes, lockouts, other labor disputes, fire, explosion, theft, floods, water damage, weather damage, extreme weather, traffic conditions, epidemic, pandemic, quarantine (including Covid-19), sabotage, cyber security, national emergency, act of terrorism, earthquake, riot, civil commotion, war or insurrection, vandalism, misuse, abuse, mischief, or acts of God or nature.
10. We warrant that all services furnished will be performed in a workmanlike manner. We also warrant that any equipment provided hereunder shall be free from defects in workmanship and material. Our sole responsibility under this warranty shall be at our option to correct any defective services and to either repair or replace any component of the equipment found to be defective in workmanship or material provided that written notice of such defects shall have been given to us by you within ninety (90) days after completion of the work or such longer period as may be indicated on the front of this form. All defective parts that are removed and replaced by us shall become our property. We do not agree under this warranty to bear the cost of repairs or replacements due to vandalism, abuse, misuse, neglect, normal wear and tear, modifications not performed by us, improper or insufficient maintenance by others, or any causes beyond our control. We shall conduct, at our own expense, the entire defense of any claim, suit or action alleging that, without further combination, the use by you of any equipment provided hereunder directly infringes any patent, but only on the conditions that (a) we receive prompt written notice of such claim, suit or action and full opportunity and authority to assume the sole defense thereof, including settlement and appeals, and all information available to you for such defense; (b) said equipment is made according to a specification or design furnished by us; and (c) the claim, suit or action is brought against you. Provided all of the foregoing conditions have been met, we shall, at our own expense, either settle said claim, suit or action or shall pay all damages excluding consequential damages and costs awarded by the court therein and, if the use or resale of such equipment is finally enjoined, we shall, at our option, (i) procure for you the right to use the equipment, (ii) replace the equipment with equivalent noninfringing equipment, (iii) modify the

equipment so it becomes noninfringing but equivalent, or (iv) remove the equipment and refund the purchase price (if any) less a reasonable allowance for use, damage and obsolescence.

THE EXPRESS WARRANTIES SET FORTH HEREIN ARE THE EXCLUSIVE WARRANTIES GIVEN; WE MAKE NO OTHER WARRANTIES EXPRESS OR IMPLIED, AND SPECIFICALLY MAKE NO WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR ANY PARTICULAR PURPOSE; AND THE EXPRESS WARRANTIES SET FORTH IN THIS ARTICLE ARE IN LIEU OF ANY SUCH WARRANTIES AND ANY OTHER OBLIGATION OR LIABILITY ON OUR PART.

11. Under no circumstances shall either party be liable for special, indirect, liquidated, or consequential damages in contract, tort, including negligence, warranty or otherwise, notwithstanding any indemnity provision to the contrary. Notwithstanding any provision in any contract document to the contrary, our acceptance is conditioned on being allowed additional time for the performance of the Work due to delays beyond our reasonable control. Your remedies set forth herein are exclusive and our liability with respect to any contract, or anything done in connection therewith such as performance or breach thereof, or from the manufacture, sale, delivery, installation, repair or use of any equipment furnished under this contract, whether in contract, in tort (including negligence), in warranty or otherwise, shall not exceed the price for the equipment or services rendered.
12. To the fullest extent permitted by law, you agree to defend, indemnify, and hold Otis harmless against any claim or suit for personal injury or property damage alleged to arise out of this contract, except to the extent that such damage or injury has been adjudicated as having been caused by Otis' sole negligence. In the event that Otis is requested to provide hoistway cartop/pit access to you, and/or to third parties acting at your request, direction, or control, and which may be subject to additional charges at Otis' sole discretion, then in addition to the foregoing defense, indemnity and hold harmless obligations, you shall carry and maintain the following insurance throughout the duration of such work in the hoistway/cartop/pit areas, and will furnish to Otis a certificate of insurance evidencing the following: Commercial General Liability insurance, written on an occurrence basis, with limits on a per occurrence basis of at least \$2,000,000 for personal injury or death, and \$2,000,000 for property damage, naming Otis as additional insured. Such insurance shall be issued by an insurer authorized to do business in the state or province where the property is located and the equipment and/or services are to be rendered, shall contain a clause in the policy setting forth the insurer's acceptance of liability as set forth in this agreement, and a clause pursuant to which the insurer waives any right of subrogation as to Otis. This policy shall be written as a primary policy only, and not contributing to or in excess of any insurance carried by Otis. You shall provide Otis with at least thirty (30) days prior written notice of cancellation or material change in the coverage.
13. It is agreed that after completion of our work, you shall be responsible for ensuring that the operation of any equipment being furnished hereunder is periodically inspected. The interval between such inspections shall not be longer than what may be required by the applicable governing safety code.
14. In furtherance of OSHA's directive contained in 29 C.F.R. § 1910.147(f)(2)(i), which requires that a service provider (an "outside employer") and its customer (an "on-site employer") must inform each other of their respective lock out/tag out ("LOTO") procedures whenever outside servicing personnel are to be engaged in control of hazardous energy activities on the customer's site, Otis incorporates by reference its mechanical LOTO procedures and its electrical LOTO procedures. These procedures can be obtained at www.otis.com by clicking on "Tools & Resources" on the home page, selecting "Lockout Tagout Policy" under the "Safety Information" column and downloading the "Lockout Tagout Policy Otis 6.0" and "Mechanical Energy Policy Otis 7.0," or the then most current version, both of which are in .pdf format. You agree that you will disseminate these procedures throughout your organization to the appropriate personnel who may interact with Otis personnel while Otis personnel are working on site at your facility and will ensure that such personnel comply with these LOTO procedures while Otis personnel are working on site.
15. This Agreement constitutes the entire understanding between the parties regarding the subject matter hereof and may not be modified by any terms on your order form or any other document and supersedes any prior written or oral communication relating to the same subject. Any amendment or modifications to this Agreement shall not be binding upon either party unless agreed to in writing by an authorized representative of each party.
16. This Contract will be deemed voidable, even after execution, if it is determined by Otis that performance of the services and/or engagement in the contractual relationship/transaction will violate, or is otherwise restricted by, any and all laws, regulations and/or orders, including sanctions laws, that are applicable to Otis or otherwise apply to Otis' operations.
17. By accepting delivery of parts incorporating software, you agree that the transaction is not a sale of such software but merely a license to use such software solely for operating the unit(s) for which the part was provided, not to copy or let others copy such software for any purpose whatsoever, to keep such software in confidence as a trade secret, and not to transfer possession of such part to others except as a part of a transfer of ownership of the equipment in which such part is installed, provided that you inform us in writing about such ownership transfer and the transferee agrees in writing to abide by the above license terms prior to any such transfer.

B.O.C.C. Regular

2. c.

Meeting Date: 08/12/2025

Title: Clark Stone RSID 916M - Dry Hydrant

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 25-97 to Create RSID 916M to Maintain Dry Hydrant in Clark Stone Commercial Subdivision

BACKGROUND:

Dry Hydrant Maintenance RSID 916M for Clark Stone Commercial Subdivision. 4 lots @ 25/yr subject to change.

RECOMMENDED ACTION:

Approve

Attachments

Res 25-97 Clark Stone Sub 916M

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 97

Resolution to Create Yellowstone County Rural Special Improvement District No. 916M

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to maintain public improvements such as roads, dry hydrants and parks. Typically, to create a district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district.

WHEREAS, pursuant to Sections 7-12-2102(2)(a), 7-12-2105(4) and 7-12-2113(2)(d) of the Montana Code Annotated, when all the landowners in a proposed district consent to the creation of a district, the board does not have to hold a public hearing. The board can create a district with the passage of a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Cottonwood Holdings, LLC, the developer of Clark Stone Commercial Subdivision in Yellowstone County to create a rural special improvement district to maintain the dry hydrant in Clark Stone Commercial Subdivision. Cottonwood Holdings, LLC owns all the land in the Subdivision. Attached as Exhibit 1 is the petition

Below is a summary of the specifics of the District:

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 916M
District Location:	Parcels in Clark Stone Commercial Subdivision
District Parcels:	4 parcels
District Activities:	Maintain Dry Hydrant in Clark Stone Commercial Subdivision
District Costs:	\$100 estimated annual
District Assessment Method:	Per Parcel
District Assessment:	Annual Assessment Per Parcel – \$25
District Duration:	Indefinite

Attached as Exhibit 1 is the petition for the district including the details of the District such as name, location, map, parcels, property owners, activities, costs, assessment method, assessment and engineer. The costs for the District and the assessment for the District will likely increase over time. The Board can annually adjust the assessment.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition to create a rural special improvement district to maintain the dry hydrant in Clark Stone Commercial Subdivision. The Board reviewed the petition. The petition appears legally sufficient. The Board believes it would be in the best interest of the public to create the District. All the landowners in the Subdivision consented to the creation of the District. Because all the landowners consent to the creation of the District, the Board does not have to hold a public hearing to create the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Rural Special Improvement District No. 916M to maintain the dry hydrant in Clark Stone Commercial Subdivision. The specifics of the District are contained in the petition attached to this Resolution.

Passed and Adopted on the 12th day of August 2025.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J Waters, Member

ATTEST:

Chris White, Member

Jeff Martin, Clerk and Recorder

Exhibit 1

Petition to Create Special Improvement District for Clark Stone Commercial Subdivision – Dry Hydrant

On July 30, 2025, Mark English, a Deputy Yellowstone County Attorney assigned to the Civil Division, reviewed a petition to create a rural special improvement district to maintain a dry hydrant to be installed with the construction of the Clark Stone Commercial Subdivision. The petition appears legally sufficient.

The petition indicates what land will be included in the district (Clark Stone Commercial Subdivision), what public infrastructure will be maintained (dry hydrant), what will be done to maintain the infrastructure (inspection), the cost to maintain the infrastructure (\$25 per parcel), how the cost will be paid by the landowners in the district (per parcel) and whether all the landowners consent to the creation of the district (all consent, only developer).

Because all the landowners consented to the creation, the County does not have to hold a hearing to create the district.

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

COVER SHEET

TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this _____ day of _____, 19____.

Petitioner/Initiator (and/or) Contact Person: James Stevenson

NAME: Cottonwood Holdings, LLC
ADDRESS: 81 River Road,
Silesia, Montana 59041
PHONE NO: 406-861-2683

I swear that all of the information presented in this petition is true and correct and the landowner's signatures (Section F) are the original true and consenting landowners.



Petitioner's Signature



Date

LIST ALL ADDITIONAL ATTACHMENTS:

- Proposed plat of Clark Stone Commercial Subdivision with RSID Boundary
- Title Report

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION A MAPS OF RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY (ATTACHED)

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadmas, Registered Land Surveyor, do hereby certify that this survey was done under by direct supervision of a tract of land located in the SE 1/4 of Section 21 and the NE 1/4 of Section 28, Township 02 South, Range 24 East, P.M.M., Yellowstone County, Montana.

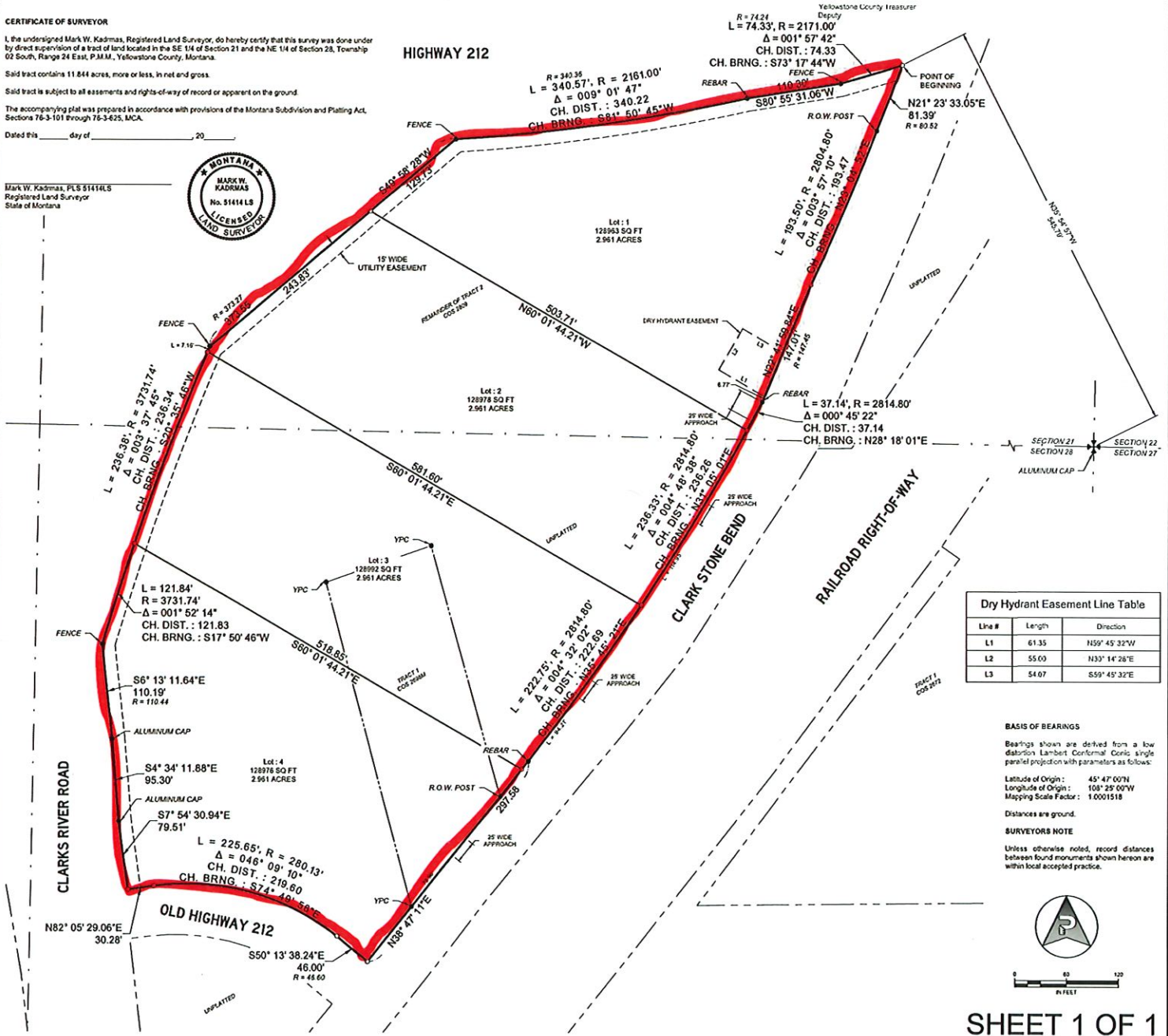
Said tract contains 11 844 acres, more or less, in net and gross.

Said tract is subject to all easements and rights-of-way of record or apparent on the ground.

The accompanying plat was prepared in accordance with provisions of the Montana Subdivision and Platting Act, Sections 76-3-101 through 76-3-625, MCA.

Dated this _____ day of _____, 20____.

Mark W. Kadmas, PLS 51414LS
Registered Land Surveyor
State of Montana



Dry Hydrant Easement Line Table		
Line #	Length	Direction
L1	61.35	N59° 45' 32"W
L2	55.00	N33° 14' 28"E
L3	54.07	S59° 45' 32"E

BASIS OF BEARINGS

Bearings shown are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin: 45° 47' 00"N
Longitude of Origin: 108° 25' 00"W
Mapping Scale Factor: 1.0001518

Distances are ground.

SURVEYORS NOTE

Unless otherwise noted, record distances between found monuments shown herein are within local accepted practice.



SHEET 1 OF 1

9/27/2023 10:47:18 AM
PEC STANDARD BY C.T.B.
C:\Users\Kasey\OneDrive\PECS\Dropbox\Cottonwood Holdings\2021-123 Cottonwood Holdings\Survey\CAD\DWG\Plat\21-123 Final Plat.dwg

PLAT OF
CLARK STONE COMMERCIAL SUBDIVISION
LOCATED IN THE SE 1/4 OF SECTION 21 AND THE NE 1/4 OF SECTION 28, TOWNSHIP 02 SOUTH,
RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : COTTONWOOD HOLDINGS, LLC



PREPARED BY : PERFORMANCE ENGINEERING, LLC

JUNE 2023

LEGAL DESCRIPTION AND OWNER CERTIFICATION

I, the undersigned owner, do hereby certify that I have cause to be surveyed, aggregated, and platted in to lots, blocks, roads, and other divisions and dedications, as shown on this plat hereunto included, the following described tract of land, to wit:

A tract of land being a remainder of Tract 2 of Certificate of Survey No. 2809, less highway right-of-way, located in the SE 1/4 of Section 21 and Tract 1 of Certificate of Survey No. 2898M and an unplatted tract of land located in the NE 1/4 of Section 28, Township 02 South, Range 24 East, P.M.M., Yellowstone County, Montana more particularly described as follows:

Beginning at the section corner common to Sections 21, 22, 27 and 28 thence N35° 54' 57"W a distance of 545.79 feet to the northeast corner of the proposed Tract 1, also being the Point of Beginning; thence southwesterly along a curve to the right following the right-of-way for Highway 212 having a radius of 2171.00 feet and a central angle of 1° 57' 42" a length of 74.33 feet; thence S80° 55' 31"W following the same line a distance of 110.30 feet; thence southwesterly following the same line along a curve to the right having a radius of 2161.00 feet and a central angle of 9° 01' 47" a length of 340.57 feet; thence S49° 58' 28"W following the same line a distance of 373.55 feet; thence southwesterly following the right-of-way for Clarks River Road along a curve to the left having a radius of 3731.74 feet and a central angle of 5° 36' 35" a length of 365.37 feet; thence S06° 13' 12"E following the same line a distance of 110.19 feet; thence S04° 34' 12"E following the same line a distance of 95.30 feet; thence S07° 54' 31"E following the same line a distance of 79.51 feet; thence N82° 05' 29"E following the right-of-way for Old Highway 212 a distance of 30.28 feet; thence southwesterly following the same line along a curve to the right having a radius of 280.13 feet and a central angle of 48° 08' 10" a length of 225.65 feet; thence S50° 13' 38"E following the same line a distance of 46.00 feet; thence N36° 47' 11"E following the right-of-way for Clark Stone Bend a distance of 297.58 feet; thence northeasterly following the same line along a curve to the left having a radius of 2814.80 feet and a central angle of 10° 06' 02" a length of 424.81 feet; thence N22° 42' 00"E following the same line a distance of 147.01 feet; thence northeasterly following the same line along a curve to the right having a radius of 2804.80 feet and a central angle of 3° 57' 10" a length of 193.50 feet; thence N21° 23' 33"E following the same line a distance of 81.39 feet back to the Point of Beginning.

Said tract contains 11.844 acres, more or less, in net and gross.

Dated this _____ day of _____, 20____.

Cottonwood Holdings, LLC

Printed Name _____
Title _____

STATE OF MONTANA)
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____ the _____ of Cottonwood Holdings, LLC, known to me to be the person who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

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

CERTIFICATE OF SURVEYOR

I, the undersigned Mark W. Kadmas, Registered Land Surveyor, do hereby certify that this survey was done under by direct supervision of a tract of land located in the SE 1/4 of Section 21 and the NE 1/4 of Section 28, Township 02 South, Range 24 East, P.M.M., Yellowstone County, Montana.

Said tract contains 11.844 acres, more or less, in net and gross.

Said tract is subject to all easements and rights-of-way of record or apparent on the ground.

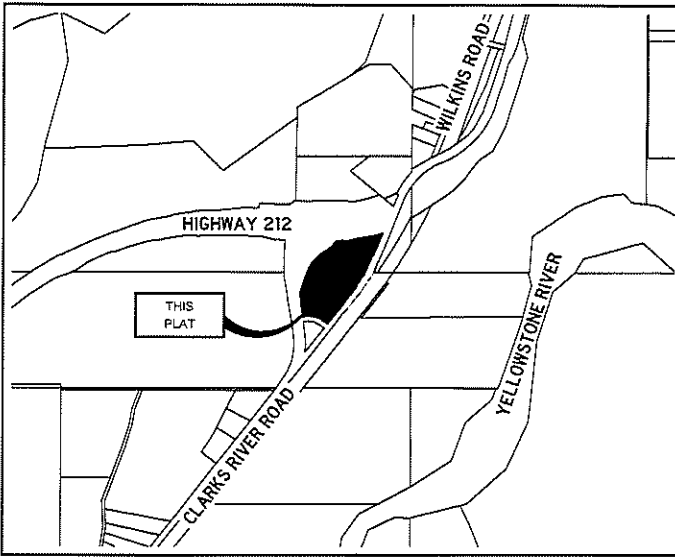
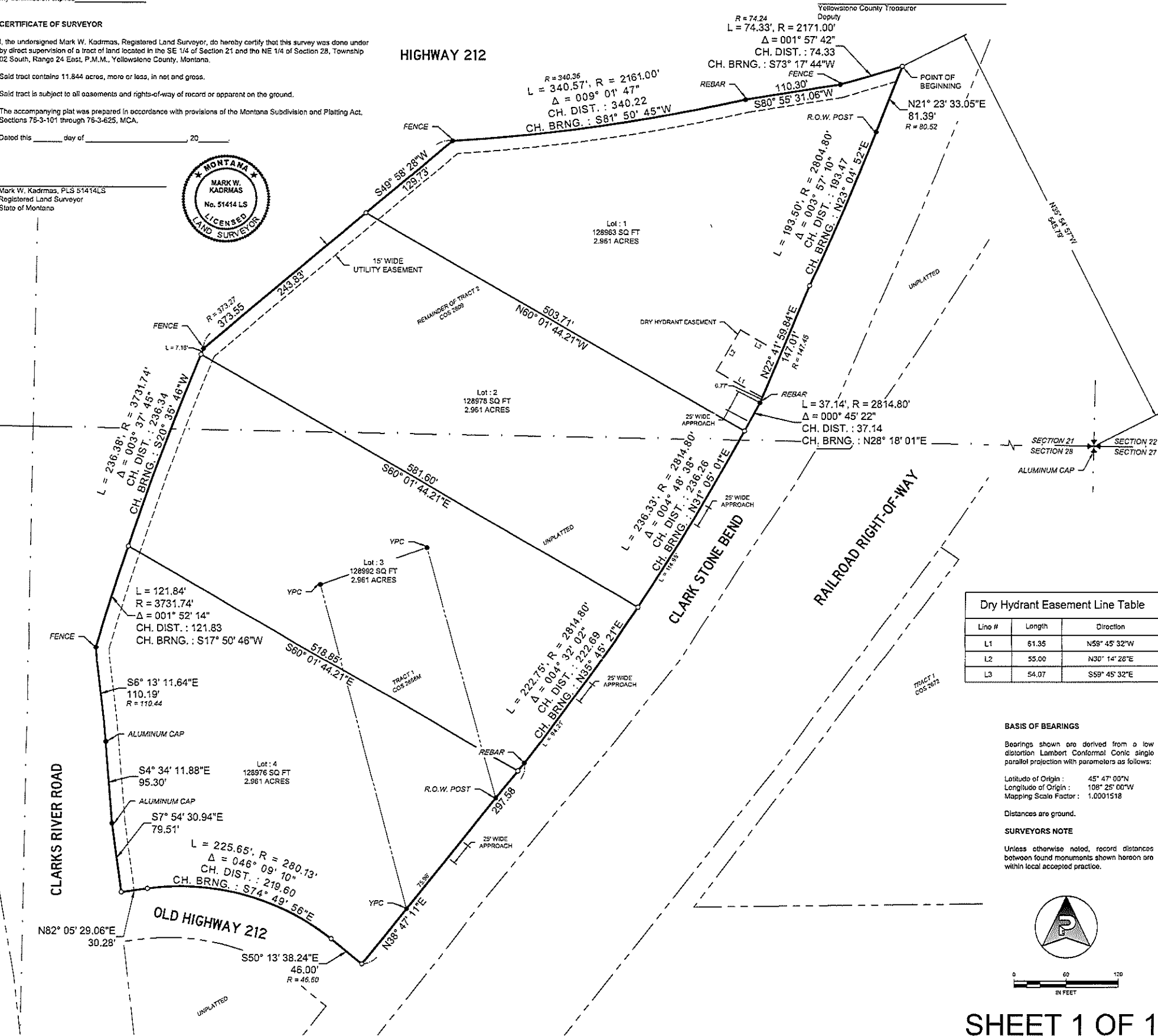
The accompanying plat was prepared in accordance with provisions of the Montana Subdivision and Platting Act, Sections 75-3-101 through 75-3-625, MCA.

Dated this _____ day of _____, 20____.

Mark W. Kadmas, PLS 51414LS
Registered Land Surveyor
State of Montana



HIGHWAY 212



VICINITY MAP
NOT TO SCALE

LEGEND

—	SURVEY BOUNDARY
- - -	PROPOSED PROPERTY LINE
- - - -	RIGHT-OF-WAY LINE
- - - - -	SECTION LINE
•	FOUND PROPERTY CORNER, AS DESCRIBED
○	SET PROPERTY CORNER, 5/8" REBAR W/ PEC CAP
⊕	FOUND SECTION CORNER, AS DESCRIBED

CERTIFICATE OF COUNTY ATTORNEY

This document has been reviewed by the County Attorney and is acceptable as to form:

Dated this _____ day of _____, 20____.

Reviewed by _____

CERTIFICATE OF COUNTY TREASURER

I hereby certify, pursuant to Section 75-3-611(1)(b), MCA, that the accompanying plat has been duly examined and that all real property taxes and special assessments assessed and levied on the land have been paid.

Dated this _____ day of _____, 20____.

Dry Hydrant Easement Line Table

Line #	Length	Direction
L1	61.35	N59° 45' 32"W
L2	55.00	N30° 14' 28"E
L3	54.07	S59° 45' 32"E

BASIS OF BEARINGS

Bearings shown are derived from a low distortion Lambert Conformal Conic single parallel projection with parameters as follows:

Latitude of Origin : 45° 47' 00"N
Longitude of Origin : 108° 25' 00"W
Mapping Scale Factor : 1.0001518

Distances are ground.

SURVEYORS NOTE

Unless otherwise noted, record distances between found monuments shown hereon are within local accepted practice.



0 60 120
IN FEET

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION B

LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

Lots 1 through 4, inclusive, of Clark Stone Commercial Subdivision, Yellowstone County, Montana; 4 lots total

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C
ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SPRING MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Dry Hydrant Replacement (\$25 per lot per year)	\$ \$100
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: \$100

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

**SECTION D
METHOD OF ASSESSMENT**

CHOOSE A METHOD OF ASSESSMENT:

☐ Square Footage

☒ Equal Amount

☐ Front Footage

☐ Other (Describe)

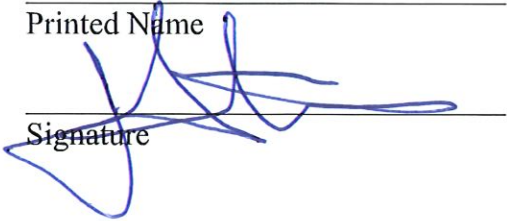
Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

**SECTION E
PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT
RECOMMENDATIONS FOR AD HOC COMMITTEE**

NAME

TELEPHONE NUMBER

1. James Stevenson (Chairman) 406-861-2683
Printed Name

Signature
7/23/25
2. _____
Printed Name

Signature
3. _____
Printed Name

Signature
4. _____
Printed Name

Signature
5. _____
Printed Name

Signature

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION F

**CONSENT OF PROPERTY OWNERS IN
PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT**

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION	OWNER (PRINTED NAME)	OWNER SIGNATURE	IN FAVOR	OPPOSED
Lots 1-4, inclusive Clark Stone Commercial Subdivision	Cottonwood Holdings, LLC		X	

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION F

(Continued)

**CONSENT OF PROPERTY OWNERS IN
PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT**

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION	OWNER (PRINTED NAME)	OWNER SIGNATURE	IN FAVOR	OPPOSED

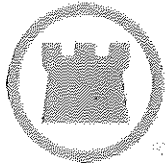
Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

**SECTION G
OWNERSHIP REPORT (ATTACHED)**

SUBDIVISION

Issued By:



**CHICAGO TITLE
INSURANCE COMPANY**

Guarantee/Certificate Number:

3523230046

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Forrest Mandeville Consulting

herein called the Assured, against actual loss not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

LIABILITY EXCLUSIONS AND LIMITATIONS

1. No guarantee is given nor liability assumed with respect to the identity of any party named or referred to in Schedule A or with respect to the validity, legal effect or priority of any matter shown therein.
2. The Company's liability hereunder shall be limited to the amount of actual loss sustained by the Assured because of reliance upon the assurance herein set forth, but in no event shall the Company's liability exceed the liability amount set forth in Schedule A.

Please note carefully the liability exclusions and limitations and the specific assurances afforded by this guarantee. If you wish additional liability, or assurances other than as contained herein, please contact the Company for further information as to the availability and cost.

Chicago Title Company, LLC
1575 Shiloh Rd, Suite J
Billings, MT 59106

Countersigned By:

Joyce Bondurant
Authorized Officer or Agent



Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Exhibit 1

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO. 3523230046

ISSUING OFFICE:	
Title Officer: Joyce Bondurant Chicago Title Company, LLC 1575 Shiloh Rd, Suite J Billings, MT 59106 Phone: 406-869-3742 Fax: 406-245-5094 Main Phone: (406)245-3064 Email: Joyce.Bondurant@titlegroup.fntg.com	

SCHEDULE A

Liability	Premium	Tax
\$10,000.00	\$150.00	\$0.00

Effective Date: May 9, 2025 at 08:00 AM

The assurances referred to on the face page are:

That, according to those public records which, under the recording laws, impart constructive notice of matter relative to the following described property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Title to said real property is vested in:

[Cottonwood Holdings LLC, a Montana limited liability company](#)

subject to the matters shown below under Exceptions, which Exceptions are not necessarily shown in the order of their priority.

END OF SCHEDULE A

Exhibit 1

EXHIBIT "A" Legal Description

A tract of land located in the SE1/4SE 1/4 of Section 21 and the NE 1/4NE 1/4 of Section 28, Township 2 South, Range 24 East, P.M.M., Yellowstone County, Montana, more particularly described as follows:

Commencing at the northeast corner of said Section 28, thence N 36° 44' 23" W 545.50 ft. to the point of beginning situated on the highway right-of-way;

thence along the highway right-of-way southwesterly 74.24 ft. through a central angle of 1° 57' 34" along on a non tangent curve concave to the northwest having a radius of 2171.01 ft. and subtended by a chord that bears S 72° 36' 24" W 74.24 ft.;

thence along the highway right-of-way S 80° 14' 19" W 110.39 ft. to the beginning of a non-tangent curve @nsave to the northwest having a radius of 2161.00 ft. and subtended by a chord that bears S 81° 00' 24" W 340.01 ft.;

thence along the highway right-of-way southwesterly 340.36 ft. along said curve through a central angle of 09°01' 26";

thence along the highway right-of-way S 49° 11' 33" W 371.27 ft.;

thence along the highway right-of-way S 19° 00' 06" W 365.02 ft. to the beginning of a non-tangent curve concave to the east and northeast having a radius of 3731 .74 ft. and subtended by a chord that bears S 07° 01' 25 " E 110.44 ft.;

thence along the highway right-of-way along said curve 110.44 ft. through a central angle of 01° 41' 45"; thence along the highway right-of-way S 05° 20' 48" E 95.31 ft.; thence along the highway right-of-way S 08° 35' 43" E 79.51 ft.;

thence along the highway right-of-way N 8° 24' 17" E 30.28 to a tangent curve concave to the south and southwest having a radius of 280.13 ft.;

thence along the highway right-of-way along said curve 225.65 ft. through a central angle of 46° 09' 11";

thence along the highway right-of-way S 52° 26' 32" E 46.60 ft.; thence along the highway right-of-way N 37° 28' 18" E 245.73 ft.;

thence along the highway right-of-way N 37° 25' 53" E 51.24 ft. to the beginning of a non-tangent curve concave to the northwest having a radius of 2814.80 ft. and subtended by a chord that bears N 32° 24' 34" E 495.32 ft.; thence along the highway right-of-way 495.96 ft. along said curve though a central angle of 10° 05' 44";

thence along the highway right of way N 21° 58' 27" E 147.45 ft. to the beginning of a non tangent curve concave to the north-west having a radius of 2804.80 ft, and subtended by a chord that bears N 22° 23' 04" E 193.55 ft.;

thence along the highway right-of-way along said curve 193.58 ft. through a central angle of 03° 57' 16"; thence along the highway right-of-way N 20° 24' 26" E 80.52 ft, to the point of beginning.

Inclusive of that part of NE1/4NE1/4 of Section 28, Township 2 South, Range 24 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No, 2698-M on file in the Office of the Clerk and Recorder of said County, under Document #1638713

SCHEDULE B

GENERAL EXCEPTIONS

- A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.
- C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.
- D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.
- F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.
- H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

SPECIAL EXCEPTIONS

1. General Taxes for the year 2024
1st Half: \$993.82, PAID
2nd Half: \$993.81, PAID
Tax Account No.: [D02858B](#)
2. General Taxes for the year 2024
1st Half: \$189.38, PAID
2nd Half: \$189.36, PAID
Tax Account No.: [D02974A](#)
3. General County Taxes for the year 2025 and subsequent years, which are a lien but not yet due or payable.
4. Reservations, exceptions and provisions contained in the patent from the United States of America, and in the acts authorizing the issuance thereof.

Exhibit 1

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO. 3523230046

SCHEDULE B (continued)

5. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: L.O. Ling his heirs and or assigns
Recording Date: February 7, 1913
Recording No.: [19603](#), Book L Misc._
6. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: State of Montana
Recording Date: September 23, 1938
Recording No.: [331610](#), Book 206

and a portion of Easement Quit Claimed back to the Owners

Recording Date: January 21, 1939
Recording No.: [334939](#), Book 208
7. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: State of Montana
Recording Date: February 25, 1939
Recording No.: [335745](#), Book 208_
8. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: The State of Montana
Recording Date: October 22, 1948
Recording No.: [443437](#) Book 330_
9. Easement(s) and rights incidental thereto, as granted in a document::

Granted to: Interstate Oil Pipeline Company
Recording Date: March 17, 1949
Recording No.: [448242](#), Book 340_
10. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 2698-M. Reference is hereby made to the survey for more particulars.

Recording No.: [1638713](#)
11. Agricultural Covenant

Recording Date: January 31, 1974
Recording No.: 954001
12. Easement granted to Williston Basin Interstate Pipeline Company, recorded January 20, 1987, under Document No. [1426410](#)_

Exhibit 1

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO. 3523230046

SCHEDULE B

(continued)

13. Easement(s) and rights incidental thereto, as granted in a document::
Granted to: ExxonMobil Pipeline Company
Recording Date: June 17, 2013
Recording No.: [3671703](#)
14. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 2809. Reference is hereby made to the survey for more particulars.
Recording No.: [1743447](#)
15. Terms, Provisions, Reservations and Covenants in the State of Montana Department of Transportation Bargain and Sale Deed
Recording Date: October 8, 2013
Recording No.: [3686367](#)
16. Legal right of access to and from said land has been limited by State of Montana Bargain and Sale Deed, recorded October 8, 2013, under Document No. [3686367](#).
17. The search did not disclose any open mortgages or deeds of trust of record, therefore the Company reserves the right to require further evidence to confirm that the property is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence.

END OF SCHEDULE B

Exhibit 1

CHICAGO TITLE INSURANCE COMPANY

GUARANTEE/CERTIFICATE NO. 3523230046

SCHEDULE B

B.O.C.C. Regular

2. d.

Meeting Date: 08/12/2025

Title: Contract Amendment - As Built Updates - Cushing Terrell

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Contract Amendment - As Built Updates - Cushing Terrell

BACKGROUND:

The Finance department is requesting Commissioners' approval for a contract amendment with Cushing Terrell for the Ostlund Building contract. At the request of Dick Anderson, Cushing Terrell to update project model to include box walk data provided by Dick Anderson on July 16, 2025 for Floors 2 through 4 and 6. This proposal also includes an estimated amount of time for the inclusion of future Floor 1 box walk data when received. The total fees for this amendment are \$4,375.00, bringing the total contract value to \$1,036,951.00.

RECOMMENDED ACTION:

Approve, sign contract amendment and return a copy to Finance.

Attachments

1-G802 Mod-09 Box Walk As Built Updates - CT signed



AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*

Yellowstone County Admin. Building
Remodel »
2825 3rd Avenue North»
Billings, MT 59101»

AGREEMENT INFORMATION:

Date: September 27, 2023

AMENDMENT INFORMATION:

Amendment Number: Nine (9)

Date: August 5, 2025

OWNER: *(name and address)*

Yellowstone County »« »
Yellowstone County Commissioners
Billings, MT »

ARCHITECT: *(name and address)*

CTA Inc, (dba Cushing Terrell)
13 North 23rd Street
Billings MT 59101

The Owner and Architect amend the Agreement as follows:

At the request of Dick Anderson, Cushing Terrell to update project model to include box walk data provided by Dick Anderson on July 16, 2025 for Floors 2 through 4 and 6. This proposal also includes an estimated amount of time for the inclusion of future Floor 1 box walk data when received. Model updates for electrical content associated with the following RFIs is also included;

RFI List:

- RFI 74 3rd Floor Commissioners Meeting Room Low Voltage & Power Changes
- RFI 18 Confirming Power in Basement Data Room. This RFI response added UPS circuits in all data rooms.
- RFI 40 Grounding For Server Data Rooms
- RFI 89 Cooling Tower Control Panel & Added Breaker
- RFI 84 Moving Basement Electrical Panels
- RFI 94 Data Room & Server Walk-through Meeting Clarifications & Questions
- RFI 88 Moving Room 424 Microwave Outlet - Too Low
- RFI 75 Fire Alarm Device Clarifications in Basement & Penthouse
- RFI 15 Confirming New Lighting at North and South Stairwells

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Hourly, estimated fee to complete, 35 hours at \$125/hr. Total estimate \$4,375

Schedule Adjustment:

None


SIGNATURES:

Cushing Terrell

Yellowstone County

ARCHITECT *(Firm name)*

OWNER *(Firm name)*



SIGNATURE
Jim Beal, Principal

PRINTED NAME AND TITLE
August 8, 2025

DATE

SIGNATURE
Mark Morse, Chair

PRINTED NAME AND TITLE

DATE



B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Metra Trust Check Log for July 2025

Submitted By: Tim Wombolt, Accountant

TOPIC:

Metra Trust Check Log for June 2025

BACKGROUND:

Metra Trust Check Log for June 2025

RECOMMENDED ACTION:

Consent item for MetraPark Trust check register

Attachments

TRUST CK LOG JULY 2025

Metra Trust Checking Account Disbursement Log

For the Month of: July 2025

The undersigned members of the Board of County Commissioners do hereby approve the listed check detail as obligations of the Metra Trust account.

Dated: August 4, 2025

Mark Morse, Chair:

Approved by Metra General Manager

Michael J. Waters, Member:

Chris White, Member:

Amounts disbursed by the Trust were initiated by a check request generated by accounting staff, signed by the requesting authorized staff member, with processing by a staff member not involved with the requesting of the payment. The request and back up documentation is verified and signed off as to accuracy by the person generating the check for payment. The check is then signed by two managers authorized by signature card at the bank to do so. Copies are retained in event files, and for daily reconciliations and A101s.

Submitted by:



9:41 AM
08/04/25

COUNTY OF YELLOWSTONE
Check Detail
July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check		07/01/2025	US BANK	CC FEES - JUNE 25 - ADMIN(SKYBOX)	METRAPARK EVENTS	-2,037.71	-2,037.71
TOTAL				CC FEES - JUNE 25 - ADMIN(SKYBOX)	CREDIT CARD FEES / TICKET FEES	-2,037.71	2,037.71
Check		07/01/2025	US BANK	CC FEES - JUNE 25 - CONC	METRAPARK EVENTS	-1,177.20	-1,177.20
TOTAL				CC FEES - JUNE 25 - CONC	CREDIT CARD FEES / TICKET FEES	-1,177.20	1,177.20
Check		07/01/2025	US BANK	CC FEES - JUNE 25 - BOX OFF	METRAPARK EVENTS	-892.50	-892.50
TOTAL				CC FEES - JUNE 25 - BOX OFF	CREDIT CARD FEES / TICKET FEES	-892.50	892.50
Check		07/01/2025	SHIFT4	CC FEES - JUNE 25 - CONC	METRAPARK EVENTS	-125.94	-125.94
TOTAL				CC FEES - JUNE 25 - CONC	CREDIT CARD FEES / TICKET FEES	-125.94	125.94
Check		07/01/2025	SHIFT4	CC FEES - JUNE 25 - CONC MOBILE	METRAPARK EVENTS	-1.77	-1.77
TOTAL				CC FEES - JUNE 25 - CONC MOBILE	CREDIT CARD FEES / TICKET FEES	-1.77	1.77
Check		07/31/2025	MONTANA FAIR	SUPER HEROS 25 MT FAIR MKT VNDR REF...	METRAPARK EVENTS	-103.00	-103.00
TOTAL				SUPER HEROS 25 MT FAIR MKT VNDR REF...	METRAPARK MKT VENDORS CREDIT CARD CONVENIENCE FEES	-100.00 -3.00	100.00 3.00
Check		07/01/2025	Stockman Bank	HOZIER - CASH DRAW 7/2/25	METRAPARK EVENTS	-3,000.00	-3,000.00
TOTAL				HOZIER - CASH DRAW 7/2/25	HOZIER	-3,000.00	3,000.00
Check		07/09/2025	American Medica...	#324504 HIGH SCH GRAD 6/7/25	METRAPARK EVENTS	-787.50	-787.50
TOTAL				AMR - #324504 HIGH SCH GRAD 6/7/25	AMBULANCE SERVICES	-787.50	787.50
Check		07/09/2025	DIA EVENTS	#7841 HIGH SCH GRAD 6/7/25	METRAPARK EVENTS	-2,250.00	-2,250.00

COUNTY OF YELLOWSTONE
Check Detail
July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL				SOUND - I#7841 HIGH SCH GRAD 6/7/25	SOUND COSTS	-2,250.00	2,250.00
Check	24233	07/09/2025	RIMROCK STAG...	I#202954 HIGH SCH GRAD 6/7/25	METRAPARK EVENTS	-2,250.00	2,250.00
TOTAL				IATSE - I#202954 HIGH SCH GRAD 6/7/25	STAGEHANDS - IATSE LOCAL 140	-936.00	936.00
Check	24234	07/09/2025	Starplex Corporat...	I#608559/608560/608561 - HIGH SCH GRAD ...	METRAPARK EVENTS	-936.00	936.00
TOTAL				SECURITY - I#608559 - HIGH SCH GRAD 6/7/...	STARPLEX SECURITY/USHERS	-2,869.40	2,869.40
Check	24235	07/09/2025	THE METRA	SECURITY - I#608560 - HIGH SCH GRAD 6/7/...	STARPLEX SECURITY/USHERS	-2,506.20	2,506.20
TOTAL				SECURITY - I#608561 - HIGH SCH GRAD 6/7/...	STARPLEX SECURITY/USHERS	-2,202.78	2,202.78
Check	24236	07/09/2025	THE METRA	HIGH SCHOOL GRADS 6/7/25	METRAPARK EVENTS	-7,578.38	7,578.38
TOTAL				CIP - HIGH SCHOOL GRADS 6/7/25	CIP FEES	-860.00	860.00
Check	24237	07/09/2025	THE METRA	ARENA RENT - HIGH SCHOOL GRADS 6/7/25	ARENA	-4,300.00	4,300.00
TOTAL				USER SVC - HIGH SCHOOL GRADS 6/7/25	USER SV FEES	-6,592.92	6,592.92
Check	24238	07/09/2025	THE METRA	HOT TUB & SWIM SPA 6/27-29/25	METRAPARK EVENTS	-11,752.92	11,752.92
TOTAL				CIP - HOT TUB & SWIM SPA 6/27-29/25	CIP FEES	-1,212.00	1,212.00
Check	24239	07/09/2025	RIMROCK STAG...	GRND RENT - HOT TUB & SWIM SPA 6/27-2...	GROUND	-1,500.00	1,500.00
TOTAL				PAV RENT - HOT TUB & SWIM SPA 6/27-29/25	PAVILION	-4,560.00	4,560.00
Check	24240	07/09/2025	RIMROCK STAG...	USER SVC - HOT TUB & SWIM SPA 6/27-29/25	USER SV FEES	-549.00	549.00
TOTAL						-7,821.00	7,821.00
Check	24241	07/09/2025	THE METRA	HOT TUB & SWIM SPA 5/30-6/1/25	METRAPARK EVENTS	-7,834.00	7,834.00
TOTAL				CIP - HOT TUB & SWIM SPA 5/30-6/1/25	CIP FEES	-1,212.00	1,212.00
Check	24242	07/09/2025	DIA EVENTS	GRDS RENT - HOT TUB & SWIM SPA 5/30-...	GROUND	-1,500.00	1,500.00
TOTAL				PAV RENT - HOT TUB & SWIM SPA 5/30-6/1/...	PAVILION	-4,560.00	4,560.00
Check	24243	07/09/2025	DIA EVENTS	USER SVC - HOT TUB & SWIM SPA 5/30-6/1/...	USER SV FEES	-562.00	562.00
TOTAL						-7,834.00	7,834.00
Check	24244	07/09/2025	DIA EVENTS	I#7846 FCRSA DOG SHOW 6/10-13/25	METRAPARK EVENTS	-1,550.00	1,550.00
TOTAL				SOUND - I#7846 FCRSA DOG SHOW 6/10-13...	SOUND COSTS	-1,550.00	1,550.00
Check	24245	07/09/2025	RIMROCK STAG...	I#202957 FCRSA DOG SHOW 6/10-13/25	METRAPARK EVENTS	-1,550.00	1,550.00
TOTAL						-1,550.00	1,550.00

9:41 AM
08/04/25

COUNTY OF YELLOWSTONE
Check Detail
July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL				IATSE - I#202957 FCRSA DOG SHOW 6/10-1...	STAGEHANDS - IATSE LOCAL 140	-156.00	156.00
						-156.00	156.00
Check	24240	07/09/2025	THE METRA	FCRSA DOG SHOW 6/10-13/25	METRAPARK EVENTS		-27,151.90
				CATERING - FCRSA DOG SHOW 6/10-13/25	CATERING	-6,750.10	6,750.10
				CIP - FCRSA DOG SHOW 6/10-13/25	CIP FEES	-1,830.00	1,830.00
				GRNDS RENT - FCRSA DOG SHOW 6/10-13/...	GROUNDS	-350.00	350.00
				PAV RENT - FCRSA DOG SHOW 6/10-13/25	PAVILION	-8,800.00	8,800.00
				USER SVC - FCRSA DOG SHOW 6/10-13/25	USER SV FEES	-2,301.80	2,301.80
				CAMPING - FCRSA DOG SHOW 6/10-13/25	Metra Grounds - Camping	-7,120.00	7,120.00
TOTAL						-27,151.90	27,151.90
Check	24241	07/09/2025	Yellowstone Cou...	HOZIER 7/2/25 WIRE TRANSFER	METRAPARK EVENTS		-525,791.04
				HOZIER 7/2/25 WIRE TRANSFER	HOZIER	-525,791.04	525,791.04
TOTAL						-525,791.04	525,791.04
Check	24242	07/09/2025	Yellowstone Cou...	HOZIER 7/2/25 MERCH WIRE	METRAPARK EVENTS		-143,805.56
				NOVELTIES - HOZIER 7/2/25 WIRE TRANSF...	NOVELTY SALES	-136,652.62	136,652.62
				NOVELTIES - HOZIER 7/2/25 WIRE TRANSF...	NOVELTY SALES	-7,152.94	7,152.94
TOTAL						-143,805.56	143,805.56
Check	24243	07/09/2025	1111 ENTERTAIN...	I#76 HOZIER 7/2/25	METRAPARK EVENTS		-300.00
				OTHER - I#76 HOZIER 7/2/25	OTHER	-300.00	300.00
TOTAL						-300.00	300.00
Check	24244	07/09/2025	AA&A Auto Rental	I#HOZIER HOZIER 7/2/25	METRAPARK EVENTS		-520.00
				OTHER - I#HOZIER HOZIER 7/2/25	OTHER	-520.00	520.00
TOTAL						-520.00	520.00
Check	24245	07/09/2025	American Medica...	I#325635 HOZIER 7/2/25	METRAPARK EVENTS		-1,706.25
				AMR - I#325635 HOZIER 7/2/25	AMBULANCE SERVICES	-1,706.25	1,706.25
TOTAL						-1,706.25	1,706.25
Check	24246	07/09/2025	GENERAL DISTRI...	I#1520062 HOZIER 7/2/25 A#47135	METRAPARK EVENTS		-483.06
				OTHER - I#1520062 HOZIER 7/2/25 A#47135	OTHER	-483.06	483.06

9:41 AM
08/04/25

COUNTY OF YELLOWSTONE
Check Detail
July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-483.06	483.06
Check	24247	07/09/2025	Starplex Corporat...	#608575 HOZIER 7/2/25	METRAPARK EVENTS		-13,830.88
TOTAL				SECURITY - #608575 HOZIER 7/2/25	STARPLEX SECURITY/USHERS	-13,830.88	13,830.88
Check	24248	07/09/2025	GRAINGER	#9559210811 HOZIER 7/2/25	METRAPARK EVENTS		-571.35
TOTAL				OTHER - #9559210811 - HOZIER 7/2/25	OTHER	-571.35	571.35
Check	24249	07/09/2025	DEPARTMENT O...	ACCT #4006294-002-LFT APR-JUNE 2025 C...	METRAPARK EVENTS		-3,198.06
TOTAL				CAMPING - APR-JUNE 2025 - LODGING TAX	AUXILIARY FEES - CLOSED EVENTS	-3,198.06	3,198.06
Check	24250	07/09/2025	KSVI-KHMT BILL...	#4803891-1/4803860-1/4803891-2/4803860-2...	METRAPARK EVENTS		-2,926.25
TOTAL				ADV - #4803891-1 - HOT WHEELS 6/14-15/25 ADV - #4803860-1 - HOT WHEELS 6/14-15/25 ADV - #4803891-2 - HOT WHEELS 6/14-15/25 ADV - #4803860-2 - HOT WHEELS 6/14-15/25	ADVERTISING ADVERTISING ADVERTISING ADVERTISING	-289.00 -168.00 -1,177.25 -1,292.00	289.00 168.00 1,177.25 1,292.00
Check	24251	07/09/2025	DESERT MOUNT...	#200082384/385/973/974/975 HOT WHEELS ...	METRAPARK EVENTS		-2,990.00
TOTAL				ADV - #200082384 - HOT WHEELS 6/14-15/25 ADV - #200082385 - HOT WHEELS 6/14-15/25 ADV - #200082973 - HOT WHEELS 6/14-15/25 ADV - #200082974 - HOT WHEELS 6/14-15/25 ADV - #200082975 - HOT WHEELS 6/14-15/25	ADVERTISING ADVERTISING ADVERTISING ADVERTISING ADVERTISING	-671.00 -168.00 -1,155.00 -600.00 -396.00	671.00 168.00 1,155.00 600.00 396.00
Check	24252	07/09/2025	AXS GROUP LLC	#875801 AXS FEES BOX OFFICE JUNE 2025	METRAPARK EVENTS		-98.30
TOTAL				#875801 AXS FEES BOX OFFICE JUNE 2025	AXS FEES	-98.30	98.30
Check	24253	07/11/2025	SPECTRUM REA...	#360072437/72436/460057495/57496496 H...	METRAPARK EVENTS		-3,943.99
TOTAL				ADV - #360072437 - HOT WHEELS 6/14-15/25 ADV - #360072436 - HOT WHEELS 6/14-15/25 ADV - #460057495 - HOT WHEELS 6/14-15/25 ADV - #460057496 - HOT WHEELS 6/14-15/25	ADVERTISING ADVERTISING ADVERTISING ADVERTISING	-403.91 -655.26 -1,096.34 -1,788.48	403.91 655.26 1,096.34 1,788.48

9:41 AM
08/04/25

COUNTY OF YELLOWSTONE
Check Detail

July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL						-3,943.99	3,943.99
Check	24254	07/17/2025	KTVQ	#1336620-1/1335149-1 PRICE IS RIGHT 10/3...	METRAPARK EVENTS	-972.50	
				ADV - #1336620-1 - PRICE IS RIGHT 10/31/2...	ADVERTISING	-250.00	250.00
				ADV - #1335149-1 - PRICE IS RIGHT 10/31/2...	ADVERTISING	-722.50	722.50
TOTAL						-972.50	972.50
Check	24255	07/17/2025	KTVQ	#1382732-2/1382732-1 HOT WHEELS 6/14-1...	METRAPARK EVENTS	-2,890.00	
				ADV - #1382732-2 - HOT WHEELS 6/14-15/25	ADVERTISING	-1,955.00	1,955.00
				ADV - #1382732-1 - HOT WHEELS 6/14-15/25	ADVERTISING	-935.00	935.00
TOTAL						-2,890.00	2,890.00
Check	24256	07/18/2025	RIMROCK STAG...	#202958 - HOZIER 7/2/25	METRAPARK EVENTS	-24,721.26	
				SOUND - #202958 - HOZIER 7/2/25	STAGEHANDS - IATSE LOCAL 140	-24,721.26	24,721.26
TOTAL						-24,721.26	24,721.26
Check	24257	07/18/2025	THE METRA	HOZIER 7/2/25	METRAPARK EVENTS	-110,455.23	
				CIP - HOZIER 7/2/25	CIP FEES	-30,208.50	30,208.50
				ARENA RENT - HOZIER 7/2/25	ARENA	-15,000.00	15,000.00
				USER SVCS - - HOZIER 7/2/25	USER SV FEES	-5,836.16	5,836.16
				CATERING - HOZIER 7/2/25	CATERING	-7,090.00	7,090.00
				CONC - HOZIER 7/2/25	Concession Stands	-13,541.75	13,541.75
				NOVELTY - HOZIER 7/2/25	NOVELTY SALES	-34,223.91	34,223.91
				PARKING - HOZIER 7/2/25	Paid Parking	-2,175.00	2,175.00
				SKYBOX RENT - HOZIER 7/2/25	Skybox Rent	-2,296.00	2,296.00
				TIX ERROR - HOZIER 7/2/25	TICKET ERRORS	-83.91	83.91
TOTAL						-110,455.23	110,455.23
Check	24258	07/25/2025	THE METRA	SKYBOX LEASE / SIGNAGE	METRAPARK EVENTS	-29,380.25	
				SB#5 PREVOST	Skybox Rent	-3,281.25	3,281.25
				SB#8 YELLOWSTONE BANK	Skybox Rent	-2,756.25	2,756.25
				SB#2 WHITEWOOD	Skybox Rent	-2,848.75	2,848.75
				SB#6 MENHOLT	Skybox Rent	-3,741.25	3,741.25
				SB#10 STEG	Skybox Rent	-2,756.25	2,756.25
				SB#7 STOCKMAN BANK	Skybox Rent	-3,281.25	3,281.25
				SB#1 BOB SMIT MOTORS	Skybox Rent	-2,756.25	2,756.25
				SB#4 LARSON	Skybox Rent	-3,543.75	3,543.75
				SB#3 WOODS	Skybox Rent	-3,281.25	3,281.25
				SKYBOX RENT - HIGH SCHOOL GRADS	Skybox Rent	-300.00	300.00
				SIGNAGE - CAPE AIR	Signage	-834.00	834.00
TOTAL						-29,380.25	29,380.25

9:41 AM
08/04/25

COUNTY OF YELLOWSTONE
Check Detail
July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check	24259	07/25/2025	THE METRA	MT BREWS & BBQ 7/12/25	METRAPARK EVENTS	-5,390.80	-5,390.80
				CIP - MT BREWS & BBQ 7/12/25	CIP FEES	-200.00	200.00
				GRNDS RENT - MT BREWS & BBQ 7/12/25	GROUNDS	-1,000.00	1,000.00
				PAV RENT - MT BREWS & BBQ 7/12/25	PAVILION	-200.00	200.00
				USER SVCS - MT BREWS & BBQ 7/12/25	USER SV FEES	-1,700.80	1,700.80
				FD VNR BO - MT BREWS & BBQ 7/12/25	CONCESSIONS	-950.00	950.00
				BEER SALES % - MT BREWS & BBQ 7/12/25	Beer Sales Percentage	-1,340.00	1,340.00
TOTAL						-5,390.80	5,390.80
Check	24260	07/25/2025	Starplex Corporat...	#608578 BREWS & BBQ 7/12/25	METRAPARK EVENTS	-412.20	-412.20
				SECURITY - #608578 BREWS & BBQ 7/12/25	STARPLEX SECURITY/USHERS	-412.20	412.20
TOTAL						-412.20	412.20
Check	24261	07/25/2025	MOHA AMATEURS	SPARKS SOME FUN 6/28-29/25 - PROM OV...	METRAPARK EVENTS	-55.00	-55.00
				SPARKS SOME FUN 6/28-29/25 - PROM OVE...	SPARK SOME FUN	-55.00	55.00
TOTAL						-55.00	55.00
Check	24262	07/25/2025	DIA EVENTS	#7859 SPARK SOME FUN 6/28-29/25	METRAPARK EVENTS	-55.00	-55.00
				SOUND - #7859 SPARK SOME FUN 6/28-29/...	SOUND COSTS	-55.00	55.00
TOTAL						-55.00	55.00
Check	24263	07/25/2025	THE METRA	SPARK SOME FUN 6/28-29/25	METRAPARK EVENTS	-2,600.00	-2,600.00
				CIP - SPARK SOME FUN 6/28-29/25	CIP FEES	-180.00	180.00
				GRNDS RENT - SPARK SOME FUN 6/28-29/25	GROUNDS	-900.00	900.00
				CAMPING - SPARK SOME FUN 6/28-29/25	Metra Grounds - Camping	-1,520.00	1,520.00
TOTAL						-2,600.00	2,600.00
Check	24264	07/30/2025	THE METRA	SCHELLE MEMORIAL 7/8/25	METRAPARK EVENTS	-1,828.00	-1,828.00
				CIP - SCHELLE MEMORIAL 7/8/25	CIP FEES	-220.00	220.00
				PAV RENT - SCHELLE MEMORIAL 7/8/25	PAVILION	-1,100.00	1,100.00
				USER SVCS - SCHELLE MEMORIAL 7/8/25	USER SV FEES	-508.00	508.00
TOTAL						-1,828.00	1,828.00
Check	24265	07/30/2025	THE METRA	PHILLIPS 66 SIGNAGE 7/25-6/26	METRAPARK EVENTS	-6,000.00	-6,000.00
				PHILLIPS 66 SIGNAGE 7/25-6/26	Signage	-6,000.00	6,000.00
TOTAL						-6,000.00	6,000.00
Check	24266	07/30/2025	DIA EVENTS	#7873 - CLASSIC CAR AUCTION 7/12/25	METRAPARK EVENTS	-9,200.00	-9,200.00

COUNTY OF YELLOWSTONE
Check Detail

July 2025

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
TOTAL				SOUND - #7873 - CLASSIC CAR AUCTION 7...	SOUND COSTS	-9,200.00	9,200.00
						-9,200.00	9,200.00
Check	24267	07/30/2025	RIMROCK STAG...	#202959 - CLASSIC CAR AUCTION 7/12/25	METRAPARK EVENTS		-870.35
				IATSE - #202959 - CLASSIC CAR AUCTION ...	STAGEHANDS - IATSE LOCAL 140	-870.35	870.35
TOTAL						-870.35	870.35
Check	24268	07/30/2025	Starplex Corporat...	#608577 - CLASSIC CAR AUCTION 7/12/25	METRAPARK EVENTS		-297.70
				SECURITY - #608577 - CLASSIC CAR AUCTI...	STARPLEX SECURITY/USHERS	-297.70	297.70
TOTAL						-297.70	297.70
Check	24269	07/30/2025	THE METRA	CLASSIC CAR AUCTION 7/12/25	METRAPARK EVENTS		-13,886.60
				CIP - CLASSIC CAR AUCTION 7/12/25	CIP FEES	-601.50	601.50
				EXPO RENT - CLASSIC CAR AUCTION 7/12/25	EXPO	-4,300.00	4,300.00
				USER SVC - CLASSIC CAR AUCTION 7/12/25	USER SV FEES	-6,878.85	6,878.85
				CONC - CLASSIC CAR AUCTION 7/12/25	Concession Stands	-2,106.25	2,106.25
TOTAL						-13,886.60	13,886.60
Check	24270	07/31/2025	Starplex Corporat...	#608572 - RESCUED & RECLAIMED 6/28/25	METRAPARK EVENTS		-247.00
				SECURITY - #608572 - RESCUED & RECLA...	STARPLEX SECURITY/USHERS	-247.00	247.00
TOTAL						-247.00	247.00
Check	24271	07/31/2025	THE METRA	RESCUED & RECLAIMED 6/28/25	METRAPARK EVENTS		-1,438.00
				CIP - RESCUED & RECLAIMED 6/28/25	CIP FEES	-200.00	200.00
				GRNDS RENT - RESCUED & RECLAIMED 6/...	GROUNDS	-1,000.00	1,000.00
				USER SVC - RESCUED & RECLAIMED 6/28/25	USER SV FEES	-238.00	238.00
TOTAL						-1,438.00	1,438.00

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: On-Call Contract with Performance Engineering for Right of Way Inspection

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

On-Call Contract with Performance Engineering for Right of Way Inspection

BACKGROUND:

Public Works utilizes on-call services related to right-of-way inspection, restoration, remediation work related to utility installers. The contract amount is for \$60,000.00. These are pass through cost that are ultimately paid by the utility owner/permittee as a condition of their work in the right of way permit.

RECOMMENDED ACTION:

Approve and place item to file.

Attachments

Contract

**Standard Form of Agreement between Owner
and Consultant on the Basis of
A Stipulated Price**

This agreement is dated as of the 12th day of August, 2025 by and between Yellowstone County, Montana (hereinafter called Owner), and Performance Engineering. (hereinafter called Consultant).

Owner and Consultant, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work: On-call services related to right of restoration, remediation and inspection services.
2. Contract shall be effective immediately.
3. Contract Price

Owner shall pay the Consultant based on Time and Materials in an amount not to exceed \$60,000.00

The Consultant should submit their invoices directly to Yellowstone County Public Works upon satisfactory completion of services for the period being invoiced.

A fee schedule is attached.

4. Consultants Representation
 - 4.1 Consultant has examined and reviewed the Contract documents and other related paperwork.
 - 4.2 Consultant is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
 - 4.4 Consultant has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Consultant has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Consultant, consist of the following:

- 5.1 This Agreement.
- 5.2 Consultants Fee Schedule
- 5.3 Consultant's Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Consultant, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Consultants negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Consultant or/and sub-Consultants. Consultant shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Consultant, agents, employees, representatives, assigns and sub-Consultants. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Consultant shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Consultant will furnish to Yellowstone

County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Consultants insurance policy.

Consultant agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Consultant agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Consultants negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Consultant. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Consultant is required to maintain workers compensation insurance, or an independent Consultant's exemption issued by the Montana Department of Labor covering Consultant and Consultant's employees. Consultant is not, nor is Consultant's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Consultant each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Consultant must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District

Court, Yellowstone County, Montana

- 6.8 Consultant agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Consultants performance under the Agreement.
- 6.9 In the event of litigation between Consultant and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Consultant must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Consultant subjects Consultants to the same provisions. In accordance with section 49-3-207, MCA, the Consultant agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 SUSPENSION AND TERMINATION

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONSULTANT's Services following written notice to the CONSULTANT. On the suspension date specified in the notice, the CONSULTANT shall have ceased its Services in an orderly manner. The CONSULTANT shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the CONSULTANT be paid for Services rendered after the date of such suspension. If resumption of the CONSULTANT's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONSULTANT. On the termination date specified in the notice, the CONSULTANT shall have ceased its Services in an orderly manner. If a new Consultant is retained to, or the COUNTY will itself, complete the Services, the CONSULTANT will cooperate fully with the COUNTY in preparing the new Consultant or the COUNTY itself

to take over completion of the Services on the specified termination date. The CONSULTANT will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONSULTANT, but in no case will the CONSULTANT be paid for Services rendered after the date of such termination.

- 8.3 In the event of a material breach of this Agreement by the COUNTY, the CONSULTANT shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

IN WITNESS WHEREOF, OWNER and CONSULTANT have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONSULTANT. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONSULTANT.

This Agreement will be effective August 12, 2025.

OWNER:

Yellowstone County
Billings, MT 59101

Mark Morse
Chair, Board of County Commissioners

CONSULTANT:

Performance Engineering
Billings, MT 59102



Scott Aspenlieder
Owner

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: YCDF-Summit Foods Pricing Agreement - revised

Submitted By: Carol Redler

TOPIC:

Revised Summit Foods Pricing Agreement Effective 7/1/25

BACKGROUND:

Revised version reflects the elimination of the auto-renewal clause.

RECOMMENDED ACTION:

Approve & sign.

Attachments

Summit FY26

AMENDMENT #5 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

This Amendment is made and entered into by and between Yellowstone County Detention Facility ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Standard Form of Agreement Between Owner and Contractor on the Basis of a Stipulated Price (the "Agreement"), effective July 1, 2021;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2025.
2. **Payment Arrangement.** Per section 5.1 of the Agreement, pricing shall be amended to reflect that Company shall charge per the following scale:

Population	Current Price	5.0% CPI Increase	New Price Per Meal
7500-8000	\$1.925	\$0.096	\$2.021
8001-8500	\$1.871	\$0.094	\$1.965
8501-9000	\$1.820	\$0.091	\$1.911
9001-9500	\$1.775	\$0.089	\$1.864
9501-10000	\$1.734	\$0.087	\$1.821
10001-10500	\$1.696	\$0.085	\$1.781
10501-11000	\$1.659	\$0.083	\$1.742
11001-11500	\$1.634	\$0.082	\$1.716
11501-12000	\$1.609	\$0.080	\$1.689
12001-12500	\$1.588	\$0.079	\$1.667
Staff Meal	\$2.309	\$0.115	\$2.424

3. **Payment Methods.** Section 5. of the Agreement shall be modified to include sub-section "5.2 Payment Method" with the following language:

Payment method shall be electronic via AFT/ACH transfer or another acceptable electronic method agreed upon between the parties. Any change of banking information or change in the method of monies being transmitted or received shall be documented in hard copy (printed on paper) and delivered by hand, via certified or registered mail return receipt requested, or by overnight delivery service with a receipt of delivery, provided that such delivery is to the parties per Notice. In the alternative, the Company, at its discretion, may request verification by phone of any change of banking information or change in the method of monies being transmitted or received.

This Amendment is effective as of July 1, 2025. All other terms and conditions of the original Agreement (as modified from time to time) shall remain in full force and effect unless otherwise amended as provided in the Agreement.

CLIENT: Yellowstone County Detention Facility

COMPANY: Summit Food Service, LLC

Signature:

Name:

Title:

Date:

Signature:

Name:

Title:

Date:

B.O.C.C. Regular

6. a.

Meeting Date: 08/12/2025

Title: Accusource Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Accusource Agreement

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Accusource Agreement

Addendum to Attachment B
Scope of Services and Fee Schedule

All pricing herein was effective 7/1/2025 as per email notification

Company Name:	Yellowstone County	Date:	07 / 30 / 2025
Sales Rep:	Shannon Jordan	Email:	customersuccesstaz@accusourcehr.com
Contact Phone:	(951) 734-8882	Annual Volume:	

Packaged Services	Price
Yellowstone County - Standard Package Social Security Trace (SST) County Criminal Direct Search – 7-year search, all names and counties based on the Social Security Trace (SST) and provided Integrated National Criminal Database - all names based on the Social Security Trace (SST) and provided <ul style="list-style-type: none"> • National Wants and Warrants • Multi-State/National Database Criminal Search • Nationwide Sex Offender Search • OFAC and additional government databases 	\$35.44
Yellowstone County - Standard + MVR Package Social Security Trace (SST) County Criminal Direct Search – 7-year search, all names and counties based on the Social Security Trace (SST) and provided Integrated National Criminal Database - all names based on the Social Security Trace (SST) and provided; <ul style="list-style-type: none"> • National Wants and Warrants • Multi-State/National Database Criminal Search • Nationwide Sex Offender Search • OFAC and additional government databases Motor Vehicle Records - One state driver license search of the current state of licensure	\$40.50

Yellowstone County - MVR Only - Annual Screens Motor Vehicle Records - One state driver license search of the current state of licensure	\$5.07
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Product	Turn-Around Time (Averages but vary based on service, location, court delays/closures, etc.)	Price
Additional Services		
Motor Vehicle Record (Per State) <i>Service:</i> A search of the state Bureau of Motor Vehicle records for driver information.	Most states instant	\$5.07
Social Security Number Trace (SST) <i>Service:</i> A search of credit headers and other database sources to provide history of the applicant's names and addresses as they originate from credit headers. SST is recommended as the search criterion identifier for criminal history searches.	A few Hours – Same Day	\$3.80
Miscellaneous		
Database verification fee, if applicable Verification of hits on criminal database at the appropriate jurisdiction. Does not include applicable court access fees. Per FCRA compliance, all hits on National Criminal Database MUST be verified at the actual court of jurisdiction.	N/A	\$7.50
Additional Research Fee Additional fee for direct applicant contact or extended research beyond the standard product scope. Rate is applied per file (not	N/A	\$7.50

individual component.)		
Annual Data and Security Fee	N/A	\$100.00

International Criminal Services are available with individual country/territory pricing provided upon request.

Prices do not include court fees, third party verification charge which may apply when an employer or educational institution has outsourced management of their records or MVR state fees. All alias and or all address searches include all jurisdictions and true alias names identified on the Social Security Trace unless otherwise defined. Due to the name-based filing system used by the courts, all court research is conducted on a per-name basis. There is an additional charge for searching AKA's or alias names unless bundled in a package to include all true alias names. There is a \$1.00 fee for a canceled file. If any service is processed prior to cancellation, the service is charged to the file. Due to market volatility, International rates are subject to change. Drug testing and/or medical services pricing includes collection and/or medical services at an in-network facility or collection site and confirmation by the MRO if necessary. An additional out of network collection and service at an out of network fee may apply and are subject to change without notice. "Hits" from criminal database searches must be verified at the court of jurisdiction to meet FCRA requirements, additional charges will apply.

Notes:

* All court and data base searches are priced per name. Any additional name will be the same price as the searches requested.

I agree to the pricing provided above and desire to initiate account set-up at this time.

AccuSource Representative: _____

Sign Here

Shannon Jordan

Name:

Shannon Jordan

Title:

VP, Customer Success

Date:

7/30/2025

Human Resources: Kevin Glen Sign Here
Name: Kevin Glen
Title: H.R. Director
Date: 8-5-2025

Approved by the Board of County Commissioners of Yellowstone County, MT this the ____ day of ____ 2025.

ATTEST BOCC Commissioners:

Chairman

Member

Clerk and Recorder

Member

Pricing subject to change with 30-day written notice.

B.O.C.C. Regular

6. b.

Meeting Date: 08/12/2025

Title: Benefit Report Letters

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Benefit Report Letters

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Benefit Letters

Yellowstone County

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

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



A warm welcome to Yellowstone County,

Thank you for joining our team. As a county employee you play an important role in the lives of county residents. From building roads and infrastructure, keeping our community safe, providing region wide entertainment and countless other services enhancing the quality of life in Yellowstone County. Public servants provide services that every citizen depends on.

With that said, it is good to know your total compensation including benefits which you may or may not necessarily be aware of, that the County contributes toward.

When "compensation" is said, most of us think of the money we receive in our paycheck each payday. However, total compensation includes money in the paycheck as well as benefits, services, and other incentives. Please review the enclosed statement of benefits, it is a good thing to know and understand your benefit package.

This report details the benefits and pay you receive from the County. If you have questions, please get in touch with your payroll contact or Human Resources Department.

Thank you for all that you do!

Sincerely,

Board of County Commissioners
Yellowstone County, Montana

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

Cc: BOCC

Yellowstone County

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

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



Yellowstone County Employees,

As a county employee you play an important role in the lives of county residents. From building roads and infrastructure, keeping our community safe, providing region wide entertainment and countless other services enhancing the quality of life in Yellowstone County. Public servants provide services that every citizen depends on.

With that said, it is good to know your total compensation including benefits which you may or may not necessarily be aware of, that the County contributes toward.

When "compensation" is said, most of us think of the money we receive in our paycheck each payday. However, total compensation includes money in the paycheck as well as benefits, services, and other incentives. Please review the enclosed statement of benefits, it is a good thing to know and understand your benefit package.

If you have questions, please get in touch with your payroll contact or Human Resources Department.

Thank you for all that you do!

Sincerely,

Board of County Commissioners
Yellowstone County, Montana

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

Cc: BOCC

B.O.C.C. Regular

6. c.

Meeting Date: 08/12/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - District Court - 1 Appointment, Human Resources - 1 Appointment; Sheriff's Office - 1 Termination: Youth Services Center - 1 Salary & Other

BACKGROUND:

See attached.

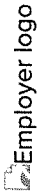
RECOMMENDED ACTION:

Approve.

Attachments

PARS

PAR



Hire/Personnel Action Form

AUG 05 2025

Employee Information

Employee
Aspen Rivers

Hire Information

Position Details	Hire Req#	Job Type
District Court Clerk (C) (3025)	202500341	Promotional
Person ID	Job Class	Pay Rate
53256202	District Court Clerk (C)	\$18.46
Department	Job Class#	HireDate
District Court	3025	8/11/25
Division		
N/A		

Comments

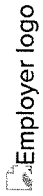
1000.221.410330.111 replaces B. Best Briscoe

Approvals

HUMAN RESOURCES	Charri Victory	8/5/25 11:11 AM
FINANCE	JENNIFER JONES	8/5/25 11:12 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

AUG 04 2025

Employee Information

Employee
Kevin Gillen

Hire Information

Position Details	Hire Req#	Job Type
Human Resource Director (M) (1125)	202500323	Full-Time Regular
Person ID	Job Class	Pay Rate
63806607	Human Resource Director (M)	\$154,801.92
Department	Job Class#	HireDate
Human Resources	1125	8/1/25
Division		
N/A		

Comments

1000.144.410800.111 replaces D. Vigness 100%

Approvals

HUMAN RESOURCES	Charri Victory	8/1/25 3:18 PM
FINANCE	JENNIFER JONES	8/3/25 12:31 PM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>CD</u>	_____
Member	<u>MM</u>	_____

AUG 04 2025

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Jason Thompson Effective Date: 07/31/2025
Current Title: Dep Sheriff/TF Gr. Salary \$ 34.89
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination: XX
Temp Part Time:
Seasonal Hire: Promotion:
Replaces position Transfer:
Name Demotion:
New Budgeted Position
Other: Reclassification:

Funding: 2300 - 182 - 420150 - 111 Percent 100 New Account
 Percent Split Account

[Signature] 07/29/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Ken Miller 8-1-25 Note: [Signature] 8-4-25
Director Date Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove

Chair MM
Member [Signature]
Member [Signature]

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

AUG 06 2025

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Patrick Halvorson Effective Date: 8/1/25
Current Title: JCW Gr. 7 Salary \$ 25.85
Title Change: _____ Gr. _____ Salary \$ -.70
Salary \$ 25.15

Check as Applicable:

Regular Full Time: X New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____
Seasonal Hire: _____ Promotion: _____
Replaces position _____ Transfer: _____
Name _____ Demotion: _____
New Budgeted Position _____

Other: no longer Overnights Reclassification: _____Funding: 2399 - 235 - 420750 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

S. Byrd _____ Date 8-1-25
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: _____
Ken Allen 8-5-25
Director Date

Note: _____
Julianne 8.6.25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MM _____
Member MDV _____
Member AO _____

Date entered in payroll _____
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

AUG 06 2025

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
July 16 to July 31, 2025

Date: 8/6/2025

To: Board of County Commissioners
From: Tanya McWilliams, Deputy Auditor

Tanya McWilliams

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
8/6/25	Tucker, Marina	CA	8hrs vac used not showing used on employee summary
8/6/25	Mills, Morgan	Detention	8hrs military used not showing used on employee summary
8/6/25	Quesenberry, William	Junk Vehicle	Add .50 vac. Update accruals
8/6/25	Jones, Jennifer D	Metra	Correct rate s/b 14.75
8/6/25	Stanton, Jennifer	Metra	Update accruals
8/6/25	Comly, Daniel	Public Works	Remove 96 hrs worked, Update accruals
8/6/25	Heinzeroth, Cory	Public Works	Remove accruals (unpaid status)
8/6/25	Turner, Jesse	Sheriff	Overtime s/b 7.5 hrs
8/6/25	Atkinson, Michael	YSC	Remove 96 hrs worked, Update accruals
8/6/25	Wilson, Rochele	YSC	Update accruals

B.O.C.C. Regular

2. a.

Meeting Date: 08/12/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - County Water District of Billings Heights

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

June County Water District of Billings Height Board Minutes



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board of Directors Meeting Minutes

June 18th, 2025 at 6:00 PM

County Water District of Billings Heights 1540 Popelka Dr., Board room

The meeting is open to any interested member of the public. Agendas are prepared for the meetings; agendas may be requested from the General Manager and are available at <https://heightswaterdistrict.com/agendas-and-minutes>. Agenda packets, due to their size, will not be printed off for the meetings or at the public's request. The public can access and view the agenda packet online and can download them or print them at their own expense.

Pledge of Allegiance

CALL MEETING TO ORDER: Director Kary called the meeting to order at 6:02 p.m.

WELCOME AND INTRODUCTIONS:

Board Members present: Dir. Essmann, Dir. Kary, Dir. Ewalt, Dir. Erpenbach, Dir. Ellis, Dir. Graves

Staff members present: Bo Andersson, Josh Simpson, Lena Loftsgaard

Also Present: Tom Zurbuchen, Evelyn Piburn, John Kaderavek, Mark Koarber, Jim Kane, Karie Kane, Bob Ellis (Online)

President's Remarks: Read by Doug Kary

During the course of the meeting the Public may be heard before a vote is cast by the Board President will acknowledge the Public once a motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hand. Once recognized, the Speaker should move to the side of the board table so comments may be heard, please identify yourself by name and please spell your last name. You will be allowed to comment for up to three minutes. Each speaker will have one opportunity to speak on the agenda item. Once the public comment period is over there will be no additional comments unless specifically requested by the President or presiding officer of the meeting.

1. Directors e-mail accounts – have been redone.
2. CWDBH Press Release (Pg. 3-4).

Public Comment on non-agenda items: None

Agenda Approval

Dir. Ellis moves to approve the agenda as written. Dir. Ewalt seconds.

Vote: Motion passes unanimously.

Approval of May 21st to June 4th minutes

Dir. Ewalt moves to approve both May 21st and June 4th minutes. Second by Dir Erpenbach

Public Comment: Tom Zurbuchen says that state law requires the director's votes to be recorded in the minutes. Mr. Zurbuchen asks for the individual votes to be recorded in the June 4th minutes.

Discussion was had regarding the June 4th minutes. Dir. Kary asked the board secretary to update the minutes to include the individual votes.

Dir. Ewalt amends his motion to approve both May 21st and June 4th minutes as amended.

Vote to approve May 21 as written and June 4th as amended:

Motion carries unanimously.

CONSENT AGENDA

Dir. Ellis moves to segregate items #6 Stifel Statement (Pg. 23-25) and #7 Montana Board of Investments, STIP (Pg. 46-47) from the consent agenda in order to ask a question.

Dir. Graves moves to approve Consent agenda items #1 - #5. Dir. Ewalt seconds.

Public comment: None.

Vote to approve item #1-#5: Motion passed unanimously.

Dir Ellis asks Mr. Andersson about the May agenda regarding the moving of funds to STIP.

Mr. Aderson clarifies that the money was put into STIP until an investment proposal can be voted on.

Dir. Ellis moves to accept items #6 Stifel Statement (Pg. 23-25) and #7 Montana Board of Investments, STIP (Pg. 46-47). Dir. Erpenbach seconds.

Vote: Motion carries unanimously.

Manager's Report: Mr. Bo Anderson

Dir. Ewalt asks for an update regarding the leak.

Mr. Andersson talks about the new water meter and the promising first few readings. Says it is too soon to call it a trend.

Dir. Ewalt asked about additional leaks found by the consultant.

Mr. Andersson confirmed that three additional leaks were discovered by the consultant. He said that two are highly suspect and the third is lukewarm.

Further discussion was had regarding the status of the leaks.

Dir. Ellis asked about item #5 on the manager's report. Wanted to ensure that the board was aware of all requirements for rate adjustments.

Mr. Simpson says they are looking at the specific laws and requirements.

Dir. Ellis asks about checking the fire hydrants

Mr. Andersson confirms that they are still checking and performing maintenance on the fire hydrants.

Dir. Ellis asks about any damage to district vehicles in Shepard from the recent storm.

Mr. Andersson confirms one vehicle was damaged.

Public comment:

John Kaderavek Asked to clarify that the meter brought the readings down to the 10% range.

Mr. Andersson explained that it was not the meter. Upgrading the meter to ensure consistent readings was beneficial to finding the leaks.

OLD BUSINESS

Item #1: Consolidation Study progress report

Dir. Ewalt discussed an email he sent to Travis Harris with the City of Billings regarding the lapse in data from the city. The Heights Water District's MOA with the City of Billings will run out on June 30th. A memorandum of understanding was sent to the city with new dates as follows:

- Staffing considerations – Draft TM by End of June.
- Financial Analysis – Draft TM July 9
- Discussion of Financial Analysis Teams Meeting (Week of July 14)

Item #2: Interstate Engineering Monthly Report (Pg. 32-37)

Mr. Andersson gave an update regarding Interstate Engineering. He had a meeting with Interstate Engineering and the City of Billings regarding the second connection alternative in the PER. The main debate is over sizing, connection, and the maxflow.

Dir. Kary asks if they can expect another estimate by the end of June.

Mr. Andersson confirms.

Item #3: Water leak project update (Pg. 38-42)

Mr. Andersson says loss ratio on the 18th was 2.9%. The average is down significantly from what it was. By July they should be able to confirm whether this is a trend.

Dir. Ewalt asks if the consultant looked at Wicks or Hilltop.

Mr. Andersson says they knew there would be a leak on Main Street, so they had him start there.

Item #4: City rate review

a. Raftelis Report (Pg. 46-47)

Mr. Andersson talked about his meeting with the City of Billings and possible legal action. He said that the way the City of Billings is passing the cost of its new water treatment plant to the Heights Water District is unfair and recommends pursuing arbitration. Phase one would cost \$30,000 to \$40,000 in preparation for arbitration.

Discussion was had regarding the extent of the proposed legal action and a potential closed board meeting.

Dir. Kary moves that the board fund up to \$40,000 to prepare for arbitration if needed. Dir. Graves seconds.

Dir Ewalt says he cannot vote in favor without further information.

Public comment: John Kaderavek says that he believes that the board is on the right track. He was disquieted by the packet from the City of Billings.

Tom Zurbuchen says he agrees with John. He states that you cannot begin depreciating something until it is owned and that the City of Billings is attempting to depreciate incorrectly.

Vote to fund up to \$40,000 to prepare for arbitration: Dirs. Kary, Erpenbach, and Graves approve. Dirs. Ewalt and Ellis oppose.

Motion passes 3 - 2

Point of order: Tom Zurbuchen says that state law requires that all resolutions be passed by a majority of the board. He claims that four members is a majority and that three members in favor is not enough for a resolution to pass.

Dir. Kary replies that they have a quorum.

Dir Kary, acting Chairman, rules that the motion passes 3 – 2 with the quorum present.

NEW BUSINESS

Item #1: Rate increase (Pg. 43).

Mr. Andersson discusses the proposed rate increase for physical year 2026. He suggests that the board accept the proposed August 1st rate increase.

Dir. Kary states that he does not believe that they can get the rate increase enacted by August 1.

Discussion was had about the proposed timeline and the legal requirements to enact the rate change.

Dir. Ellis says that she believes that system development fees are illegal.

Dir. Graves moves to accept the rate increases. Dir. Kary seconds.

Dir. Ewalt says he cannot find the fire line cost. Mentions that St. Bernard's couldn't get their fire line shut off when they had a major leak because they didn't know there was a fire line in the church. He suggests that the fire line item is not being used competently.

Mr. Andersson replies that it's about the capacity of the system and ensuring that the systems remain operational.

Dir Kary moves to amend the motion to exclude fire line fee and system development fee. Seconded by Dir. Ellis.

Public Comment: Tom Zurbuchen says that the system development fee has not changed. He states that the change is in water special fees and fire line fees.

Vote to accept the rate increase proposal: Motion passes unanimously

Vote to accept the motion as amended: Motion passes unanimously

Item #2: RFP for rate study - Resolution 026-25 (Pg. 44)

Dir. Erpenbach moves to accept Resolution 026-25.

Discussion was had regarding the time frame of the rate study.


Dir. Ewalt seconds.

Dir. Ellis restates that the system development fees are illegal. The law requires a committee, not just a consultant.

Mr. Anderson responds that was not the intent of the law. There is some flexibility.

Dir. Ellis says there is no flexibility in following the law.

Public comment: Tom Zurbuchen says Dir. Ellis is incorrect. He says the rate study from three years ago had no money to do the northwest transmission line. It had engineering to get to where we are now.

Vote to  accept Resolution 026-25: Motion carries unanimously

Item #3: Replacement member to the Consolidation Committee

Dir Kary states that Dir. Essmann has recommended Dir. Graves to fill Dir. Crubera's old role on the consolidation committee.

Dir. Graves says he cannot accept unless he receives a written schedule.

Item #4: Extension of MOA timeline for Consolidation Study Report (Pg. 48)

Dir. Kary stated that item #4 was already covered in the old business portion of the meeting.

Item# 5: June 9th, 2025, letter from the City of Billings (Pg. 45)

Discussion was had regarding the Information given to the board.

Dir. Ellis says that she made a public information request and received five years of correspondence regarding the West End Water Plant.

Dir Ewalt moves to accept the extension as printed to the MOA. Dir. Graves seconds.

Public comment: Tom Zurbuchen urges the board to amend it to August 31 rather than December 31.

Vote to accept the extension of the MOA: Motion passed unanimously.

Announcements:

There will be a tour of the West End Water Treatment Plant for board members and press on June 25th at 9 a.m.

ADJOURN: 8:05 p.m.

**Board Secretary, Lena
Loftsgaard**

**Board President, Jeff
Essmann**

B.O.C.C. Regular

2. b.

Meeting Date: 08/12/2025

Title: Montana Department of Revenue 2025 Certified Taxable Values

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Montana Department of Revenue Certified Taxable Values

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

2025 Certified Taxable Values



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 2 - BLGS ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	21,225,108,695
2. 2025 Total Taxable Value ²	\$	263,105,818
3. 2025 Taxable Value of Newly Taxable Property.....	\$	6,002,961
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	252,652,558
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	10,828,141	7,124,210	5,526,408 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 10,453,260

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BILLINGS HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	26,754,762,239
2. 2025 Total Taxable Value ²	\$	337,219,745
3. 2025 Taxable Value of Newly Taxable Property.....	\$	9,100,043
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	324,866,776
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117

Total Incremental Value \$ 12,352,969

Preparer DAWN OSTERMILLER

Date 7/24/2025

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⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 3 - BLUE CREEK ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	508,416,628
2. 2025 Total Taxable Value ²	\$	5,478,544
3. 2025 Taxable Value of Newly Taxable Property.....	\$	267,027
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	5,478,544
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value

Total Incremental Value \$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

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⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

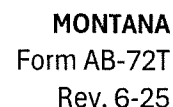
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

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The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 7 - LAUREL ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	3,084,721,315
2. 2025 Total Taxable Value ²	\$	59,624,657
3. 2025 Taxable Value of Newly Taxable Property.....	\$	3,323,166
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	57,439,730
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL	3,354,150	1,169,223	2,184,927

Total Incremental Value \$ 2,184,927

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LAUREL HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	3,332,535,301
2. 2025 Total Taxable Value ²	\$	62,885,818
3. 2025 Taxable Value of Newly Taxable Property.....	\$	3,371,433
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	60,700,891
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL	3,354,150	1,169,223	2,184,927

Total Incremental Value \$ 2,184,927

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

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For Information Purposes Only

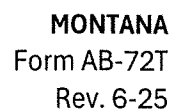
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

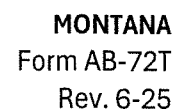
Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

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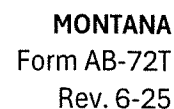


The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

MONTANA
Form AB-72T
Rev. 6-25



The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



(15-10-202, MCA)

SD 21J BROADVIEW (K-12)

1. 2025 Total Market Value ¹	\$	254,061,349
2. 2025 Total Taxable Value ²	\$	7,930,345
3. 2025 Taxable Value of Newly Taxable Property.....	\$	478,464
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	7,930,345
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 23 -ELYSIAN ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	2,412,795,633
2. 2025 Total Taxable Value ²	\$	38,663,779
3. 2025 Taxable Value of Newly Taxable Property.....	\$	943,165
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	36,764,070
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
SOUTH BILLINGS BLVD	3,722,186	7,124,210	1,899,709 ^

^ Increment based on the percentage of overall increment for the TIFD

Total Incremental Value \$ 1,899,709

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

MONTANA
Form AB-72T
Rev. 6-25

2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 37 - SHEPHERD ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	672,077,669
2. 2025 Total Taxable Value ²	\$	6,919,962
3. 2025 Taxable Value of Newly Taxable Property.....	\$	348,684
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	6,919,962
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

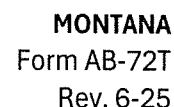
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



(15-10-202, MCA)

Yellowstone County

SD 41 - PIONEER ELEMENTARY

Certified values are now available online at property.mt.gov/cov

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 52 - INDEPENDENT ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	595,751,301
2. 2025 Total Taxable Value ²	\$	5,993,550
3. 2025 Taxable Value of Newly Taxable Property.....	\$	345,250
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	5,993,550
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 58 - YBGR ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	473,464
2. 2025 Total Taxable Value ²	\$	10,866
3. 2025 Taxable Value of Newly Taxable Property.....	\$	-
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	10,866
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 26 - LOCKWOOD K-12

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	1,764,558,851
2. 2025 Total Taxable Value ²	\$	29,364,580
3. 2025 Taxable Value of Newly Taxable Property.....	\$	1,704,425
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	28,828,039
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 536,541

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

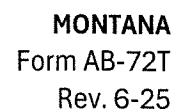
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BILLINGS HIGH SCHOOL DEBT SERVICE

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	28,519,320,777
2. 2025 Total Taxable Value ²	\$	366,584,320
3. 2025 Taxable Value of Newly Taxable Property.....	\$	10,802,380
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	353,694,810
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-

7. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 12,889,510

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

CITY OF BILLINGS

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	21,107,876,879
2. 2025 Total Taxable Value ²	\$	245,201,915
3. 2025 Taxable Value of Newly Taxable Property	\$	5,135,237
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	232,848,946
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2)	\$	-
6. 2025 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
Total Incremental Value			\$ 12,352,969

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

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³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

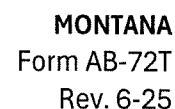
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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(15-10-202, MCA)

Yellowstone County

BROADVIEW CEMETERY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	254,061,349
2. 2025 Total Taxable Value ²	\$	7,930,345
3. 2025 Taxable Value of Newly Taxable Property.....	\$	478,464
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	7,930,345
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value \$			-

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property

\$ -

II. Total value exclusive of "newly taxable" property

\$

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

COUNTY WIDE HIGH SCHOOL

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	33,970,040,541
2. 2025 Total Taxable Value ²	\$	460,061,404
3. 2025 Taxable Value of Newly Taxable Property.....	\$	14,016,153
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	444,986,967
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LAUREL	3,354,150	1,169,223	2,184,927
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 15,074,437

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

COUNTY PLANNING

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	30,699,429,718
2. 2025 Total Taxable Value ²	\$	400,693,922
3. 2025 Taxable Value of Newly Taxable Property.....	\$	12,168,704
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	387,804,412
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 12,889,510

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

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2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

COUNTY-WIDE LEVY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	33,970,040,854
2. 2025 Total Taxable Value ²	\$	460,061,409
3. 2025 Taxable Value of Newly Taxable Property.....	\$	14,015,902
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	444,986,972
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LAUREL	3,354,150	1,169,223	2,184,927
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 15,074,437

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

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⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

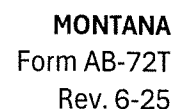
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



(15-10-202, MCA)

Yellowstone County

CUSTER CEMETERY

Certified values are now available online at property.mt.gov/cov

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

GENERAL SCHOOL ELEMENTARY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	33,970,040,541
2. 2025 Total Taxable Value ²	\$	460,061,404
3. 2025 Taxable Value of Newly Taxable Property.....	\$	14,016,153
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	444,986,967
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LAUREL	3,354,150	1,169,223	2,184,927
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 15,074,437

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

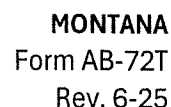
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



(15-10-202, MCA)

HUNTLEY CEMETERY

1. 2025 Total Market Value ¹	\$	774,833,053
2. 2025 Total Taxable Value ²	\$	9,374,794
3. 2025 Taxable Value of Newly Taxable Property.....	\$	319,445
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	9,374,794
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value			\$ -

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property

\$ -

II. Total value exclusive of "newly taxable" property

\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

CITY OF LAUREL

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	946,564,468
2. 2025 Total Taxable Value ²	\$	10,239,714
3. 2025 Taxable Value of Newly Taxable Property.....	\$	40,057
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	8,054,787
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL	3,354,150	1,169,223	2,184,927

Total Incremental Value \$ 2,184,927

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD FIRE DISTRICT #8

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	1,333,542,444
2. 2025 Total Taxable Value ²	\$	15,219,715
3. 2025 Taxable Value of Newly Taxable Property.....	\$	612,331
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	14,683,174
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,384,903	848,362	536,541
Total Incremental Value			\$ 536,541

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LIBRARY TAXING

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	11,915,599,820
2. 2025 Total Taxable Value ²	\$	204,619,785
3. 2025 Taxable Value of Newly Taxable Property.....	\$	8,861,728
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	204,083,244
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 536,541

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD WATER & SEWER DIST PHASE 1

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	298,932,917
2. 2025 Total Taxable Value ²	\$	4,794,301
3. 2025 Taxable Value of Newly Taxable Property.....	\$	41,848
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	4,794,301
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Total Incremental Value \$			-

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD PEDESTRIAN LEVY

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	1,764,558,851
2. 2025 Total Taxable Value ²	\$	29,364,580
3. 2025 Taxable Value of Newly Taxable Property	\$	1,704,425
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	28,828,039
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2)	\$	-
6. 2025 Tax Loss from HB212	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,384,903	848,362	536,541
Total Incremental Value			\$ 536,541

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LAUREL COUNTY PLANNING

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	3,270,611,136
2. 2025 Total Taxable Value ²	\$	59,367,487
3. 2025 Taxable Value of Newly Taxable Property.....	\$	2,701,106
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	57,182,560
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LAUREL	3,354,150	1,169,223	2,184,927

Total Incremental Value \$ 2,184,927

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

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2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SCHOOL RETIREMENT & TRANSPORTATION

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	33,970,040,854
2. 2025 Total Taxable Value ²	\$	460,061,409
3. 2025 Taxable Value of Newly Taxable Property.....	\$	14,015,902
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	444,986,972
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LAUREL	3,354,150	1,169,223	2,184,927
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 15,074,437

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

COUNTY ROAD FUND

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	11,896,055,499
2. 2025 Total Taxable Value ²	\$	204,416,519
3. 2025 Taxable Value of Newly Taxable Property.....	\$	8,864,400
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	203,879,978
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 536,541

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

WEED CONTROL

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	33,970,040,541
2. 2025 Total Taxable Value ²	\$	460,061,404
3. 2025 Taxable Value of Newly Taxable Property.....	\$	14,016,153
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	444,986,967
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
NORTH 27TH ST EXPAND	7,866,020	4,112,238	3,753,782
EAST BILLINGS	3,112,867	1,939,797	1,173,070
SOUTH BILLINGS BLVD	14,550,327	7,124,210	7,426,117
LAUREL	3,354,150	1,169,223	2,184,927
LOCKWOOD TEDD	1,384,903	848,362	536,541

Total Incremental Value \$ 15,074,437

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

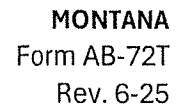
2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

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(15-10-202, MCA)

BROADVIEW FIRE DISTRICT

1. 2025 Total Market Value ¹	\$	-
2. 2025 Total Taxable Value ²	\$	7,074,089
3. 2025 Taxable Value of Newly Taxable Property		
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	7,074,089
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2)	\$	-
6. 2025 Tax Loss from HB212	\$	-
7. TIF Districts		

Preparer MARIJO STANLEY Date 8/5/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

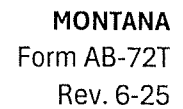
⁴The taxable value of class 1 and class 2 is included in the taxable value totals

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



(15-10-202, MCA)

Yellowstone County

Certified values are now available online at property.mt.gov/cov

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2025 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SOIL CONSERVATION

Certified values are now available online at property.mt.gov/cov

1. 2025 Total Market Value ¹	\$	-
2. 2025 Total Taxable Value ²	\$	295,237,645
3. 2025 Taxable Value of Newly Taxable Property.....	\$	5,783,161
4. 2025 Taxable Value less Incremental Taxable Value ³	\$	286,527,998
5. 2025 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. 2025 Tax Loss from HB212.....	\$	-
7. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value

Total Incremental Value \$ 8,709,647

Preparer DAWN OSTERMILLER

Date 7/24/2025

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2025 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 09/04/2025, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 09/08/2025, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



GOVERNOR GREG GIANFORTE
DIRECTOR BRENDAN BEATTY

2025 Certification of Values:

Effects of Recent Legislation: New tiered tax rates.

1. Residential and multifamily properties:
 - a. .76% on the first \$400,000 of market value
 - b. 1.10% on the portion between \$400,000 and \$1.5 million
 - c. 2.20% on any portion over \$1.5 million
 - d. Multifamily rental dwellings with a market value greater than \$2 million, the maximum graduated tax rate is 1.89%
2. Class 4 commercial and industrial properties:
 - a. 1.40% on the first \$400,000 of assessed value.
 - b. 1.89% on value above \$400,000

Taxing Jurisdiction and Levy District Consolidation/Closure:

1. TJ-03-0978-1, Broadview Elementary and TJ-03-0978-2, Broadview High School consolidated into TJ-03-0978-2 Broadview (K-12)
2. LD-03-0852, SD 12 Molt, has been closed for all tax types.

Taxable Value Comparison

1. Changes in taxable value from 2024 to 2025 are reasonable considering the changes to tax rates.
2. Two levy districts did see a larger percentage of changes.
 - a. LD-03-0968LF's taxable value increased from \$5,891 in 2024 to \$177,316 in 2025. This levy district saw increases in both real and centrally assessed properties.
 - b. LD-03-1969 saw a decrease in taxable value from \$256 to 5, this decrease was due to reduced personal property.

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Checks and Disbursements for July 2025

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for July 2025

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements for July

Period Disbursement Detail
 Bank Account: Wells Fargo - 9505883054925
 08/01/2025 to 08/01/2025
 Total Only

Yellowstone County Commissioners
 RECEIVED

AUG 01 2025

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-0001 - Adoptive Services Special Fee 7462					
Account 200-0001 Total:					\$525.00
Account 200-0125 - Bonds Forfeited 7461					
Account 200-0125 Total:					\$25,000.00
Account 200-0155 - Billings Drug Fund City 7461 00-021240					
Account 200-0155 Total:					\$4,804.64
Account 200-0400 - County Drug Forfeiture					
Account 200-0400 Total:					\$130.00
Account 200-0450 - District Court Fund					
Account 200-0450 Total:					\$4,426.95
Account 200-0500 - Domestic Violence Intervention Program 7468					
Account 200-0500 Total:					\$1,781.00
Account 200-0525 - Felony Surcharge					
Account 200-0525 Total:					\$4,023.51
Account 200-0550 - Fines 7466					
Account 200-0550 Total:					\$16,193.93
Account 200-0650 - Indigent Legal 7466					
Account 200-0650 Total:					\$1,073.34
Account 200-0700 - Misdemeanor Surcharge					
Account 200-0700 Total:					\$360.97
Account 200-0780 - Drug Forfeiture Due to 30400 10,000.000.021220.0					
Account 200-0780 Total:					\$1,000.00
Account 200-0800 - State General 7461					
Account 200-0800 Total:					\$17,811.00
Account 200-0850 - State General Additional Fee 7461					
Account 200-0850 Total:					\$4,920.00
Account 200-0900 - State General Commencement of Action 7463					
Account 200-0900 Total:					\$12,600.00
Account 200-0950 - State General Dissolution 7463					
Account 200-0950 Total:					\$7,650.00
Account 200-1000 - State General Legal Support 7465					
Account 200-1000 Total:					\$300.00
Account 200-1050 - Technology Surcharge 7465					
Account 200-1050 Total:					\$4,606.81

Period Disbursement Detail
 Bank: Wells Fargo - 9505883054925
 Date: 07/01/2025 to 08/01/2025
 Total Only

		Check Number: None			
Date	Description	Payer	Citation No.	Amount	
Account 200-1200 - Victim Witness Admin					
				Account 200-1200 Total:	\$53.45
Account 200-1250 - Victim Witness Surcharge					
				Account 200-1250 Total:	\$2,563.85
				Check Total:	\$ 109,824.45
				Report Total:	\$109,824.45

Fine Fee Summary

From 07/01/2025 06:01 AM to 07/31/2025 06:00 PM
All Case Types and Sub-Types
All Clerks

Receipts

Bond Payment

Criminal Bond	25,000.00
Juvenile Bond	500.00
Subtotal:	25,500.00

Case Payment

Billings Drug Forfeiture Fund	4,577.81
Billings Drug Fund City	220.00
Case Payment Overage	265.00
Drug Forfeiture Fund County	130.00
Felony Surcharge	3,704.62
Fine	13,354.07
Legal Fee	2,592.83
MHP Drug Fund	1,000.00
Misdemeanor Surcharge	281.40
Public Defender Fee	960.28
Technology Surcharge	499.49
Victim Witness Admin Fee	47.00
Victim Witness Surcharge	2,319.14
Subtotal:	29,951.64

Civil Filing Payment

Adoption	105.00
Appearance	910.00
Certification with a Seal	26.00
Commencement of Action or Proceedings / Invalidity	3,120.00
Copy of Decree of Dissolution	550.00
Foreign Judgment	180.00
Guardianship/Conservatorship Probate/ Formal And Informal	200.00
Judgment Entry From Prevailing Party	1,500.00
Marriage License	7,102.00
Paternity	120.00
Petition For Dissolution	5,600.00
Transcript of Judgment	50.00
Subtotal:	19,463.00

Misc. Payment

Authentication or Exemplification Fee	6.00
Certification With A Seal	766.00
Copies - 11 Pages or More	224.00
Copies - First 10 Pages	363.00
Copies by Email, Fax, etc - Outgoing	80.25
Copies, Packets, Forms	40.00
Copy of Decree of Dissolution	810.00

Fine Fee Summary

From 07/01/2025 06:01 AM to 07/31/2025 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Misc. Payment**

Copy of Marriage License	855.00
Judgment Entry from Prevailing Party	50.00
Postage	16.70
Searches - 1st Seven Years \$2 Per Name Per Year	60.00
Searches - After 7th Year \$1 Per Name Per Year	3.00
Substitution of Judge	100.00

Subtotal: 3,373.95

Unapplied Receipt Accept

Unapplied Receipt	31,050.06
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Subtotal: 31,050.06

Total Receipts: 109,338.65**Transfers****Bond Forfeiture**

Criminal Bond	25,000.00
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Subtotal: 25,000.00

Case Payment

Billings Drug Fund	3.60
Billings Drug Fund City	3.23
Felony Surcharge	318.89
Fine	40.99
Legal Fee	131.04
Misdemeanor Surcharge	79.57
Public Defender	7.70
Public Defender Fee	105.36
Technology Surcharge	87.32
Victim Witness Admin Fee	6.45
Victim Witness Surcharge	244.71

Subtotal: 1,028.86

Civil Filing Payment

Adoption	630.00
Appearance	3,430.00
Commencement of Action or Proceedings / Invalidity	13,440.00
Complaint in Intervention	160.00
Executions, Orders of Sale, Writs	190.00
Foreign Judgment	180.00
Guardianship/Conservatorship Probate/ Formal And Informal	4,300.00
Judgment Entry From Prevailing Party	2,450.00
Petition For Contested Amendments to Parenting Plan	120.00
Petition For Dissolution	2,800.00

Fine Fee Summary

From 07/01/2025 06:01 AM to 07/31/2025 06:00 PM

All Case Types and Sub-Types

All Clerks

Transfers

Civil Filing Payment

Petition For Legal Separation	360.00
Probate / Foreign PR With Certificate	85.00
Substitution of Judge	800.00
Transcript of Judgment	250.00
Transfer to another Court / Change of Venue	15.00

Subtotal: 29,210.00

Total Transfers: 55,238.86

Report Total: 164,577.51

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 07/07/2025 TO: 07/07/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
931938	07/07/2025	CITY OF BILLINGS	\$2,282.50	Voided	07/07/2025
931939	07/07/2025	Jimmy Johns	\$229.25	Voided	07/07/2025
931940	07/07/2025	Jimmy Johns	\$149.87	Voided	07/07/2025
931941	07/07/2025	Michael Crawford	\$303.80	Voided	07/07/2025
931942	07/07/2025	Michael Crawford	\$10.00	Voided	07/07/2025
931943	07/07/2025	Michael Crawford	\$32.75	Voided	07/07/2025
931944	07/07/2025	CITY OF BILLINGS	\$2,282.50	Outstanding	
931945	07/07/2025	Jimmy Johns	\$229.25	Outstanding	
931946	07/07/2025	Jimmy Johns	\$149.87	Outstanding	
931947	07/07/2025	Michael Crawford	\$10.00	Outstanding	
931948	07/07/2025	Michael Crawford	\$32.75	Outstanding	
931949	07/07/2025	Michael Crawford	\$303.80	Outstanding	
Totals	Number of Checks: 12		Total: \$3,008.17		

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Response to Audit Findings - August 7, 2025

Submitted By: Amy Mills

TOPIC:

July 16 - July 31 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

July 16 to July 31, 2025

Date: 8/6/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding	
8/6/25	Tucker, Marina	CA	8hrs vac used not showing used on employee summary	✓
8/6/25	Mills, Morgan	Detention	8hrs military used not showing used on employee summary	✓
8/6/25	Quesenberry, William	Junk Vehicle	Add .50 vac, Update accruals	✓
8/6/25	Jones, Jennifer D	Metra	Correct rate s/b 14.75	✓
8/6/25	Stanton, Jennifer	Metra	Update accruals	✓
8/6/25	Comly, Daniel	Public Works	Remove 96 hrs worked, Update accruals	✓
8/6/25	Heinzeroth, Cory	Public Works	Remove accruals (unpaid status)	
8/6/25	Turner, Jesse	Sheriff	Overtime s/b 7.5 hrs	✓
8/6/25	Atkinson, Michael	YSC	Remove 96 hrs worked, Update accruals	✓
8/6/25	Wilson, Rochele	YSC	Update accruals	✓

B.O.C.C. Regular

Meeting Date: 08/12/2025

Title: Material Contract with Fisher Sand & Gravel

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Material Contract with Fisher Sand & Gravel

BACKGROUND:

Material Contract with Fisher Sand & Gravel

RECOMMENDED ACTION:

Approve

Attachments

Contract

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 4th day of August 2025 by and between Yellowstone County, Montana (hereinafter called owner), and Fisher Sand & Gravel (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

Contractor shall provide various road materials as outlined in the County's solicitation dated July 18, 2025.

2. **Contract Times**

The materials will be purchased from August 1, 2025, through July 31st, 2026.

3. **Contract Price**

Owner shall pay the Contractor per "Exhibit A".

4. **Contractors Representation**

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.3 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Contractor's price quotation dated July 30th, 2025.
- 5.3 Yellowstone County's Request for Quotations dated July 18th, 2025.

6. Miscellaneous

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

- 6.2 The successful bidder (herein after Contractor), shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County / Public Works, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County / Public Works, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court,

Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the

Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party

- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.

8.0 Termination

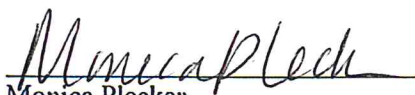
This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective August 4th, 2025

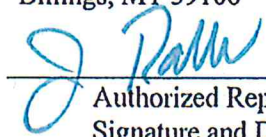
OWNER:

Yellowstone County
Billings, MT 59101


Monica Plecker
Director Public Works

CONTRACTOR:

Fisher Sand & Gravel
7105 Laurel Airport Rd
Billings, MT 59106


Authorized Representative
Signature and Date

8/6/2025

Fisher Sand & Gravel
YELLOWSTONE COUNTY PUBLIC WORKS
ROAD MATERIALS FOR 2025 – 2026
PRICE SHEET

All materials must meet the requirements of either the Montana Public Works Standard Specifications, or the "Standard Specifications for the Road and Bridge Construction", latest edition, adopted by the Montana Department of Highways and the Montana Highway Commission.

Price if the contractor loads material:

20,000 tons of base course 1 1/2" material	\$ <u>7.95</u> per ton
20,000 tons of top surface course 3/4" material	\$ <u>8.60</u> per ton
200 tons of 1/4" chip gravel material	\$ <u>N/A</u> per ton
3,000 tons of 3/8" chip gravel material	\$ <u>17.15</u> per ton
1,200 tons of 1/2" chip gravel material	\$ <u>21.00</u> per ton
2,000 tons of natural fines material Reject Sand	\$ <u>8.00</u> per ton
20,000 tons of sub base course 3" minus gravel material	\$ <u>7.50</u> per ton

Price if the County loads material:

20,000 tons of base course 1 1/2" material	\$ <u>7.90</u> per ton
20,000 tons of top surface course is 3/4" material	\$ <u>8.55</u> per ton
200 tons of 1/4" chip gravel material	\$ <u>N/A</u> per ton
3,000 tons of 3/8" chip gravel material	\$ <u>17.10</u> per ton
1,200 tons of 1/2" chip gravel material	\$ <u>20.95</u> per ton
2,000 tons of natural fine material Reject Sand	\$ <u>7.95</u> per ton
20,000 tons of sub base course 3" minus gravel material	\$ <u>7.45</u> per ton

Please complete the following information.

Approximate cubic yards of base course material per ton .65

Approximate cubic yards of top surface material per ton .65

Fisher Sand & Gravel
Company


Authorized Representative

7105 Laurel Airport Road
Address

Billings, MT 59106
City, State and Zip Code

406-657-9603
Telephone Number

7/24/2025
Date