

OFFICIAL AGENDA
TUESDAY November 25, 2025
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
City Hall
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. RECOGNITION

Danya-Dee Webb	Detention Center	25 Years of Service
Amy Hernandez	County Attorney	25 Years of Service
Johnny Hutzenbiler	Road	25 Years of Service
Becky Jolliff	Sheriff Civil	20 Years of Service
Troy Jamieson	Detention Center	15 Years of Service
Nicole Olson	Information Technology	10 Years of Service

9:00 a.m. BID OPENING

Bid Opening for Metra Skybox Renovation — Bid Due Date has been Extended to Monday December 15, 2025 at 3:00 p.m.

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. **PUBLIC WORKS**

Approach Variance - 2523 Jessica Street (Driveway Width and Fill)

CLAIMS

CONSENT AGENDA

1. **COMMISSIONERS**

- a. Board Reappointment - Linda Lien to Historic Preservation Board
- b. Board Openings - Updated List

2. **COUNTY ATTORNEY**

MOU and Agreement to Sub-Contract between Yellowstone County Sheriff's Office and Alternatives, Inc.

3. **FINANCE**
 - a. Recommendation of Award - Metra Crowd Management Services
 - b. Notice of Award & Contract - Cedar Hall Renovation
4. **PUBLIC WORKS**

Two Moon Park Mastication Project 2026
5. **SHERIFF**
 - a. Hold Harmless Agreement for use of the Michael A. Shafer Training Facility
 - b. Change in Alarm Monitoring Service for the Sheriff's Office & Evidence Building
6. **HUMAN RESOURCES**
 - a. Proposed Class Specification - Deputy Chief Criminal Attorney
 - b. **PERSONNEL ACTION REPORTS — Detention Facility** - 1 Appointment, 6 Salary & Other, 3 Terminations; **County Attorney** - 1 Appointment; **Youth Services Center** - 1 Termination; **Motor Vehicle** - 1 Termination

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Board Minutes
2. **COMMISSIONERS**

Tax Appeal Board Minutes 11/19/25
3. **ELECTIONS**

2025 Municipal General Election Canvass
4. **FINANCE**

Metra Skybox Renovation IFB - Addendum #1
5. **PUBLIC WORKS**

Snow Removal Contract with Thuesen Landscaping LLC

PUBLIC COMMENTS ON COUNTY BUSINESS

Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda.

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: November Recognition

Submitted By: Amy Mills

TOPIC:

Danya-Dee Webb	Detention Center	25 Years of Service
Amy Hernandez	County Attorney	25 Years of Service
Johnny Hutzenbiler	Road	25 Years of Service
Becky Jolliff	Sheriff Civil	20 Years of Service
Troy Jamieson	Detention Center	15 Years of Service
Nicole Olson	Information Technology	10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Bid Opening for Metra Skybox Renovation

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for Metra Skybox Renovation — Bid Due Date has been Extended to Monday December 15, 2025 at 3:00 p.m.

BACKGROUND:

N/A

RECOMMENDED ACTION:

N/A

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Approach Variance - 2523 Jessica Street (Driveway Width and Fill)

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Approach Variance - 2523 Jessica Street (Driveway Width and Fill)

BACKGROUND:

Steven Taylor owns a residential property at 2523 Jessica Street in the Mackenzie Meadows Subdivision. A 57' concrete approach has been constructed and the roadside ditch was filled in to accommodate landscaping. In accordance with the Yellowstone County Road Policy, the approach is too wide and the fill violates the county's approved cross section. Logan McIsaac discovered the violation while checking approaches. He informed Mr. Taylor of the violation in person and subsequently notified him in writing on September 9, 2025. Mr. Taylor has remained in contact with the public works office since being notified of the violation. He formally requested a variance accommodate the approach and fill as constructed by a letter dated September 30, 2025, the request was reiterated via a letter dated October 22, 2025 (both letters are attached to this report).

The applicant's request notes several points, some of which are summarized below. Please review the letters in full for additional information:

- Applicant relied upon his builder, Hill Builders, to abide by local codes and regulations.
- Applicant notes the permit does not include a specific approved width.
- Applicant was told by multiple parties the streets were not maintained by Yellowstone County, so it assumed no involvement by the County.
- Applicant notes there are other subdivisions and even properties within Mackenzie Meadows subdivision that have driveways exceeding 50' and those where street-side ditches have been filled in.

Staff reviewed the variance request and researched the property in detail. Staff determined a 50' approach would be acceptable, but the 7' of overage and fill would need to be removed. This decision was made based on the following factors (See letter attached for additional details):

- Since May, 2025, The Yellowstone County Road Policy allows properties with greater than 150' of frontage to have a 50' approach. Although the approach was applied for prior to the regulation change, staff is agreeable based on current regulations to allow a maximum of 50' to remain for the approach.
- The approach was not constructed as permitted and even with the new 50' maximum the approach is still out of conformance with regulations by 7'. Although the permit does not explicitly state the approach was limited to 30', the permit does state the approach has to be in compliance with the regulations. Further, the approach process includes a physical inspection of the proposed approach. The physical inspection was shown and therefore approved at 30'. Further uniform approaches have a direct relationship to safety.
- The fill is prohibited via Addendum #2 14.7.15 which states "Existing drainage in the public road right of way shall not be altered or impeded without specific written approval from the Montana Department of Environmental Quality. In cases outside of subdivisions or in subdivisions with no storm water management plan, specific written approval from YCPW will be required.
- The fill has a direct relationship to stormwater maintenance. Allowing the fill to remain as is will have

an adverse impact on both available flow and storage capacity of the existing roadside ditches. Maintaining the integrity of these ditches is critical. The stormwater plan, as approved by the Montana Department of Environmental Quality, requires that all storm drainage systems be located as shown on the approved plans. The Plans specifically note "All public roads within this subdivision will be built to county roads standards with roadside ditches unless noted otherwise."

- The Subdivision Improvement Agreement states in Section II. E. "Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners."
- The Subdivision Improvement Agreement states in Section V. "All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the DEQ, or its designee."

As a result of the above staff remains that 7 feet of concrete must be removed to reduce the total approach width to 50 feet, consistent with the current Road Policy. Staff will provide Mr. Taylor with an updated permit to reflect the 50' authorization because there is lot frontage greater than 150'. However, prior to granting the updated permit, a plan to remove the excess fill and approach width must be in place. The corrective work must occur from the edge of pavement to the property line. Improvements located beyond the property line are not part of the variance request and are not regulated under the County Road Policy.

The Board discussed this item on November 20th.

RECOMMENDED ACTION:

The BOCC will consider the item at its regular board meeting on November 25, 2025.

The Board should consider all the materials provided in making its determination, and further, on November 25th, the Board should provide justification for its decision to either approve or deny the variance.

Attachments

(Letter 1) Initial Violation Letter from PW to Steven Taylor

(Letters 2 and 3) Variance Request Letters from Steven Taylor

Variance Denial Letter

Supporting Documents

Letter from Applicant 11.20.25

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)

Fax (254-7946)

September 9, 2025

Re: 2523 Jessica Street, Unpermitted Encroachment in County Right of Way

Mr. Steven D. Taylor,

This letter is to inform you that the unpermitted right-of-way encroachment that appears to be adding on to the approach providing ingress/egress to the property addressed 2523 Jessica Street is unauthorized and represents an unpermitted encroachment in County right of way. Furthermore, there appears to be an unpermitted expansion to your drive approach in place, which was previously permitted to be thirty (30) feet wide. The County has previously informed you of your violation through conversation August 29, 2025. Your response to this conversation warrants a formal notice of your violation.

If you do not respond by October 7, 2025, County Public Works will remove the right-of-way encroachment that does not conform to Yellowstone County's Road Policy and may bill the costs of the work to you. My contact information is provided below – please contact me as soon as possible.

Regards,

Logan McIsaac

Public Works Project Manager
Yellowstone County
(406) 256-6996
lmcisaac@yellowstonecountymt.gov

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

September 30, 2025

Monica Plecker
Public Works Director
Yellowstone County
P O Box 35024
Billings, MT 59107

RE: Variance Application, 2523 Jessica Street

Ms. Plecker:

By way of introduction, my name is Steven D. Taylor, and I own the property at 2523 Jessica Street in Mackenzie Meadows subdivision. Before relocating to Billings from out of the area, and being unfamiliar with the statutes, regulations, and ordinances governing property ownership in Yellowstone County, I dealt with a local real estate broker when purchasing my lot in Mackenzie Meadows and hired a reputable local builder to build my house at 2325 Jessica Street. As is customary, I relied upon my builder to abide with relevant law during the building process.

On August 29, 2025, I was visited by Logan McIsaac of the Yellowstone County Public Works Department and informed that work done by my builder, Hill Builders, was not in compliance with Yellowstone County Road Policies. Specifically, it appears that Hill Builders applied for a thirty-foot approach permit to Jessica Street, rather than an appropriate fifty-foot permit. Mr. McIsaac also informed me that the ditch near Jessica Street was on a county right-of-way, and that fill-in of the ditch with topsoil to facilitate installation of a needed sprinkler system and routine mowing was also non-compliant, despite inclusion of a culvert of identical size as other driveway culverts in the development so as to not impede drainage in any way.

After informing me of such non-compliant work, Mr. McIsaac, asked me if I was familiar with the relevant county law governing public roads, and offered to send me copies of such documents after I informed him that I had not researched such. Subsequently, he asked me to contact him after I had received and read these documents. I agreed to do so.

On or about September, 11, 2025, I received a certified letter from Mr. McIsaac, dated and postmarked September 09. This letter formally informed me of an "unpermitted encroachment in County right of way" and what "appears to be an unpermitted expansion to your drive approach, which was previously permitted to be thirty (30) feet wide." Mr. McIsaac's letter also stated "If you do not respond by October 7, County Public Works will remove the right-of-way encroachment that does not conform to Yellowstone County's Road Policy and may bill the costs of the work to you." Be advised that, at this time, I had not received copies of county laws governing public roads as promised by Mr. McIsaac during our face-to-face meeting on August 09, 2025. Accordingly, I had not responded as I was awaiting these documents.

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

On or about September 12, 2025, I called Mr. McIsaac and informed him that I had not contacted him as promised during our face-to-face discussion of August 29, 2025 because I had not yet received the copies of the controlling county law as promised on August 29 and it was not possible for me to speak knowledgeably about such issues having not informed myself of relevant law. Mr. McIsaac again promised me that he would send such to me, and I subsequently received copies of The Yellowstone County Road Policies and Yellowstone County Board of County Commissioners Resolutions Nos. 09-53, 17-63, 15-45, 12-38, 18-106, and Ordinance No. 07-109.

After familiarizing myself with these documents, I again called Mr. McIsaac on September 19, 2005 to discuss potential remedies. During this discussion, Mr. McIsaac, informed me that the concrete driveway connecting my house with Jessica Street, as finished, measures fifty-seven feet, but that this expansion would be overlooked providing that I or my representative, Hill Builders, returned to the Public Works Department and applied for a fifty-foot permit. Mr. McIsaac further informed me that the fill and culverts in the ditch must be removed. Having been so informed, I asked if I could apply for a variance for this fait accompli and I was told that I could do so by writing to you but that my request would assuredly be denied, whereupon I could appeal to the County Commissioners.

Please consider this letter my application for a variance regarding the alleged non-conforming right of way encroachment on my property at 2523 Jessica St.

Be advised that my builder, Hill Builders, has applied for the appropriate fifty-foot approach permit, or will prior to October 07, 2025.

Please acknowledge receipt of this letter via USPS mail and add this document to the minutes of this proceeding and record the minutes into the county records.

Please also respond to my application as soon as possible so that I may proceed with landscaping or appeal.

Thank you for your time and consideration.

Respectfully,



Steven D. Taylor

Copies: Hill Builders, File

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

October 22, 2025

Monica Plecker
Public Works Director
Yellowstone County
P O Box 35024
Billings, MT 59107

RE: Variance Application, 2523 Jessica Street

Ms. Plecker:

In response to a certified letter from Logan Mcisaac, dated September 09, 2025, I mailed two certified letters to the Public Works Department on September 30, 2025. One of these letters was addressed to you, the other to Mr. Mcisaac. Copies of both are enclosed. Both letters were mailed by Certified US Postal Mail and both requested acknowledgement of receipt by US Mail. As of the date of this writing, I have received no response either from you or Mr. Mcisaac, despite confirmations of delivery to your office on October 01, 2025 by USPS Tracking. This letter is being sent to again request confirmation of receipt of my September 09, 2025 letters and to provide additional information relating to the above referenced Variance Application that I feel compelled to provide due to activities occurring subsequent to September 09.

As previously stated in earlier correspondence, I relied upon my builder, Hill Builders, to abide by local codes, regulations and ordinances during the construction of my house at 2523 Jessica St. On June 28, 2025 Jeff Hill of Hill Builders applied for an approach permit and Permit Number 22002 was issued. It should be noted that nowhere on this permit is there any mention of permissible driveway width. Though I was subsequently verbally informed by Mr. Mcisaac on August 29, 2025, that my permit permitted only a 30-foot-wide driveway but that a so-called 50-foot permit was available and would have been appropriate in my case, neither Mr. Hill nor I knew at the time that a 50-foot permit was available. Indeed, in my case, having been told by multiple parties that the streets in Mackenzie Meadows subdivision were not maintained by Yellowstone County, I assumed no involvement by Yellowstone County, and most certainly no purported rights-of-ways.

Construction of my house at 2523 Jessica St. began in August of 2024. The concrete driveway was poured in two stages on April 14, 2025 and April 25, 2025. Prior to pouring the driveway, Mr. Hill and I observed other properties in MacKenzie Meadows that had concrete driveways of similar or greater width.

Later, in order to facilitate mowing and installation of a proper sprinkler system, I decided to extend the 18" driveway culvert to my property lines at both north and south limits, and level the ditch with topsoil. This work was completed on August 20, 2025.

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

Again, this was done only after inspecting other properties in Mackenzie Meadows where similar modifications had been performed previously.

I was visited by Mr. Mcisaac on August 29, 2025, after all alleged non-conforming work had been completed and substantially after all concrete work had been completed. This visit was when I first learned that “non-conforming” work may have been done at my build site and also the first time that I became aware that Yellowstone County had any authority over the non-county-maintained streets in MacKenzie Meadows, much less any county rights-of-ways. Accordingly, it is inconceivable that my acts at 2523 Jessica St., could have in any way been the result of disrespect of authority.

Having read the Yellowstone County Road Policies and other materials provided to me by Mr. Mcisaac, I am now aware of the driveway approach standards. Nevertheless, I remain unaware of any controlling authority granting Yellowstone County jurisdiction over streets and roads that are not maintained by the county. If such jurisdiction does not exist one must question how Yellowstone County can have rights-of-ways aside such streets and roads. Accordingly, I must question what authority grants Yellowstone County such jurisdiction.

Furthermore, I must question the rationale for categorically limiting driveway width to 50-feet so long as such driveways have adequate set-back from property lines and intersections. Indeed, wider driveways enhance safety by enabling vehicles, especially construction and delivery vehicles, to park thereon rather than on the traveled surface when performing construction or maintenance work or making deliveries. Mackenzie Meadows streets are narrow and there are no sidewalks. Providing driveway space for visitors, delivery vehicles and construction vehicles to park minimizes the need for such vehicles to park on the traveled surface, facilitating traffic, both vehicular and pedestrian, thereby enhancing safety. One must also question why the county objects to filling and leveling the ditches aside non-county-maintained streets, providing that culverts of the same size as those used beneath driveways are installed so as to not impede drainage in any way. I have installed such culverts on my property at 2523 Jessica St.

Finally, properties with driveways exceeding 50 feet and those where the street-side ditches have been filled in to approximately street level after first installing appropriately-sized culverts, are numerous, both in Mackenzie Meadows and elsewhere in the county. Most of this work was completed prior to the work done at 2523 Jessica St., often substantially beforehand. Nevertheless, I am aware of only one property owner, aside from myself, who has been informed that similar work is in violation and must be remedied. Selective enforcement is illegal and will subject the county to numerous law suits for abuse of authority. Accordingly, such regulations must be enforced against all non-conforming property owners or none.

In conclusion, though it is understandable why Yellowstone County needs to establish and maintain uniform standards and practices for developers and builders, the current situation is perilous for unsuspecting property owners who can easily find themselves

Steven Dean Taylor

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ensnared in a bureaucratic trap through no fault of their own. This is evidenced by the number of property owners in McKenzie Meadows alone who now find themselves in alleged violation of arcane county rules and regulations that may make little sense to them, especially those having observed other established residences having previously performed similar work. Those from out of the area and those who have not previously navigated the building process multiple times are especially vulnerable. In my case, having been told by multiple parties that Jessica St. is not maintained by Yellowstone County, it was reasonable for me to understand that the county had neither easement nor right-of-way aside Jessica St. Accordingly, I realized no obligation to consult with the county before building a suitably wide driveway for my house or to extend the driveway culvert and fill in the ditch aside Jessica St. to facilitate mowing and installation of an effective sprinkler system. Nor did my builder.

If Yellowstone County perceives a problem with property owners building driveways wider than some not-readily-apparent width limitation, and/or filling in ditches aside roads and streets not maintained by the county, remedying the faults in the current system that make the building process so perilous to unsuspecting property owners is a much more appropriate solution to any such problem than the practice of damaging unsuspecting property owners after the fact in order to set examples. For example, Approach Permits should clearly display the permissible driveway width specific to each permit and consequences of exceeding such width should be boldly stated. If optional permits are available for driveways of extended widths, such should be clearly displayed. Additionally, county authority regarding streets and roads not maintained by the county should be clearly documented and readily apparent to unsuspecting property owners. The current system is far too perilous to both property owners and builders.

The purpose of a variance is to accommodate a property owner in an out-of-the-ordinary situation. As evidenced by the discussion herein and my previous letter dated September 30, 2025, my case is clearly out-of-the-ordinary and obviously worthy of a variance. As such, I ask that my variance request be promptly granted so that I may finish my building project and move on to other urgent matters.

Please be advised that Jeff Hill of Hill Builders visited the Public Works Department to apply for the appropriate 50-foot approach permit on October 07, 2025, as advised by Mr. Mcisaac on September 19. For reasons unknown to both Mr. Hill and myself, he was informed that no such permit would be issued at that time.

Please read this document into the minutes of this proceeding and record the minutes into the county records.

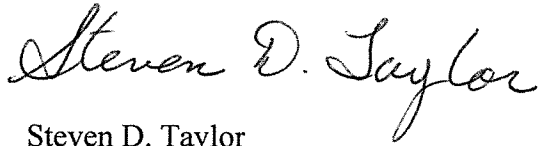
Please also respond to my variance request as soon as possible so that I may proceed with landscaping or appeal to the County Commissioners.

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

Thank you for your time and consideration.

Respectfully,

A handwritten signature in cursive script that reads "Steven D. Taylor". The signature is written in black ink and is positioned above the printed name.

Steven D. Taylor

Copies: Hill Builders, File

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

September 30, 2025

COPY

Logan McIssac
Public Works Manager
Yellowstone County
P O Box 35024
Billings, MT 59107

RE: Your Letter Dated September 09, 2025

Mr. McIsaac:

This letter is a response to your letter dated September 09, 2025, our face-to-face conversation of August 29, 2025 and our telephone conversation of September 19, 2025.

I have applied for a variance regarding the alleged right of way encroachment at 2523 Jessica St with the Public Works Department.

Additionally, my builder, Jeff Hill of Hill Builders has applied for a 50-foot approach permit for the established concrete driveway.

Please acknowledge receipt of this letter via United States postal mail.

Thank you for your time and consideration.

Respectfully,

Steven D. Taylor

Copies: Jeff Hill, File

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

September 30, 2025

Monica Plecker
Public Works Director
Yellowstone County
P O Box 35024
Billings, MT 59107

COPY

RE: Variance Application, 2523 Jessica Street

Ms. Plecker:

By way of introduction, my name is Steven D. Taylor, and I own the property at 2523 Jessica Street in Mackenzie Meadows subdivision. Before relocating to Billings from out of the area, and being unfamiliar with the statutes, regulations, and ordinances governing property ownership in Yellowstone County, I dealt with a local real estate broker when purchasing my lot in Mackenzie Meadows and hired a reputable local builder to build my house at 2325 Jessica Street. As is customary, I relied upon my builder to abide with relevant law during the building process.

On August 29, 2025, I was visited by Logan McIsaac of the Yellowstone County Public Works Department and informed that work done by my builder, Hill Builders, was not in compliance with Yellowstone County Road Policies. Specifically, it appears that Hill Builders applied for a thirty-foot approach permit to Jessica Street, rather than an appropriate fifty-foot permit. Mr. McIsaac also informed me that the ditch near Jessica Street was on a county right-of-way, and that fill-in of the ditch with topsoil to facilitate installation of a needed sprinkler system and routine mowing was also non-compliant, despite inclusion of a culvert of identical size as other driveway culverts in the development so as to not impede drainage in any way.

After informing me of such non-compliant work, Mr. McIsaac, asked me if I was familiar with the relevant county law governing public roads, and offered to send me copies of such documents after I informed him that I had not researched such. Subsequently, he asked me to contact him after I had received and read these documents. I agreed to do so.

On or about September, 11, 2025, I received a certified letter from Mr. McIsaac, dated and postmarked September 09. This letter formally informed me of an “unpermitted encroachment in County right of way” and what “appears to be an unpermitted expansion to your drive approach, which was previously permitted to be thirty (30) feet wide.” Mr. McIsaac’s letter also stated “If you do not respond by October 7, County Public Works will remove the right-of-way encroachment that does not conform to Yellowstone County’s Road Policy and may bill the costs of the work to you.” Be advised that, at this time, I had not received copies of county laws governing public roads as promised by Mr. McIsaac during our face-to-face meeting on August 09, 2025. Accordingly, I had not responded as I was awaiting these documents.

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

On or about September 12, 2025, I called Mr. McIsaac and informed him that I had not contacted him as promised during our face-to-face discussion of August 29, 2025 because I had not yet received the copies of the controlling county law as promised on August 29 and it was not possible for me to speak knowledgeably about such issues having not informed myself of relevant law. Mr. McIsaac again promised me that he would send such to me, and I subsequently received copies of The Yellowstone County Road Policies and Yellowstone County Board of County Commissioners Resolutions Nos. 09-53, 17-63, 15-45, 12-38, 18-106, and Ordinance No. 07-109.

After familiarizing myself with these documents, I again called Mr. McIsaac on September 19, 2005 to discuss potential remedies. During this discussion, Mr. McIsaac, informed me that the concrete driveway connecting my house with Jessica Street, as finished, measures fifty-seven feet, but that this expansion would be overlooked providing that I or my representative, Hill Builders, returned to the Public Works Department and applied for a fifty-foot permit. Mr. McIsaac further informed me that the fill and culverts in the ditch must be removed. Having been so informed, I asked if I could apply for a variance for this fait accompli and I was told that I could do so by writing to you but that my request would assuredly be denied, whereupon I could appeal to the County Commissioners.

Please consider this letter my application for a variance regarding the alleged non-conforming right of way encroachment on my property at 2523 Jessica St.

Be advised that my builder, Hill Builders, has applied for the appropriate fifty-foot approach permit, or will prior to October 07, 2025.

Please acknowledge receipt of this letter via USPS mail and add this document to the minutes of this proceeding and record the minutes into the county records.

Please also respond to my application as soon as possible so that I may proceed with landscaping or appeal.

Thank you for your time and consideration.

Respectfully,

COPY

Steven D. Taylor

Copies: Hill Builders, File

November 10, 2025

Mr. Steven D. Taylor
2523 Jessica Street
Billings, MT 59106

Re: Variance Request 2523 Jessica Street (Driveway Width and Fill)

Dear Mr. Taylor,

This letter is in response to your request for a variance regarding the 57-foot driveway serving your property within the Makenzie Meadows Subdivision and additional fill placed in the right of way. Your request for this correspondence to be made part of the official County record is acknowledged. Should you wish to pursue an appeal, this letter will be included as an attachment to the staff report and will become part of the formal record.

The roads within Makenzie Meadows Subdivision, 2nd filing are public roads maintained by Yellowstone County through a Rural Special Improvement District (RSID). In June 2021, the plat of Mackenzie Meadows Subdivision 2nd Filing was filed with the Yellowstone County Clerk and Recorder. (Plat Attached). The developer dedicated the roads in the subdivision to the public. As dedicated public roads, Yellowstone County manages the roads in the subdivision. All internal roads were formally dedicated as right of way to the public and Jessica Street is expressly mentioned per the language shown on the Final Plat in the owner's certification. Accordingly, all drive approaches connecting to public right of way are subject to County approach permitting and inspection per the County's Road Policy (Attached).

The subdivision had a stormwater plan that conveyed stormwater to retention ponds through swales on the side of the roads and culverts under driveways. (DEQ Approval/Stormwater Plan/SIA Attached). In May 2024, you purchased 2523 Jessica Street, Lot 13, Block 8 of the subdivision. (Deed Attached).

In June 2024, at your request the Yellowstone County Public Works Department issued you an approach permit to build a 30-foot-wide driveway over the right-of-way of Jessica Street. Approach Permit No. 22002 (Attached) was issued on June 28, 2024, and expired on December 28, 2024. At the time the permit was issued, the maximum allowable approach width was 30 feet. Per your letter, home construction began in August 2024, while the driveway work was not completed until April 2025. In May 2025, the County Road Policy was amended to allow 50-foot residential driveways for lots with frontage exceeding 150 feet. However, this policy update occurred after the permit was issued and after installation of your approach, which exceeds the previously approved 30-foot limit. Even with the newly allowable 50' approaches, your driveway exceeds the maximum width allowable by 7'

Additionally, in August 2025, fill material was brought into the County right of way without a permit to facilitate a sprinkler system installation. This fill work occurred within the public right-of-way and required prior County authorization. No permit was applied for. In September 2025, the Department advised you that the driveway was too wide and the stormwater swale had been filled in and requested you rectify the issues. (Letter 1 Attached). In September and October 2025, you provided the Department with letters on the issues and requested variances for the issues. (Letter 2; Letter 3 Attached).

Staff has reviewed all the information provided by you (Letter dated September 30 and letter dated October 22, 2025). After thorough review, staff could not find unique circumstances to justify approval of a variance allowing the existing 57-foot approach and the excess fill within the right-of-way. The reasons for denial of the variance include:

- The approach was not constructed as permitted and is not in compliance with county policy. Uncontrolled access points have a direct relation to safety.
- Allowing the fill material to remain as is will have an adverse impact on both available flow and storage capacity of roadside ditches. It is critical to retain the integrity of these roadside ditches as they help mitigate flooding in larger runoff events.
- Long-term maintenance issues of the culvert could arise, as the longer the culvert the more difficult to maintain.
- The fill was placed to facilitate irrigation. The County would prohibit private water lines and sprinklers in its right of way. These private lines and systems when placed in the right of way create a maintenance burden and hardship for maintaining the right of way.

As a result, 7 feet of concrete must be removed to reduce the total approach width to 50 feet, consistent with the current Road Policy. Staff will provide to the you an updated permit to reflect the 50' authorization because you have lot frontage greater than 150'. However, prior to granting the updated permit, a plan to remove the excess fill and approach width must be in place. To be clear, this corrective work must occur from the edge of pavement to the property line. Improvements located beyond the property line are not part of the variance request and are not regulated under the County Road Policy.

Please contact our office to coordinate the corrective work and permit reissuance. Based on recent telephone conversations, it is my understanding you wish to appeal the decision within this letter to the Board of County Commissioners. As such, I have scheduled this item for discussion November 20, 2025, no action occurs at this meeting. The item is subsequently scheduled for a regular business meeting on November 25, 2025. If these dates need to be rescheduled to accommodate your schedule, please reach me directly at mplecker@gmail.com or 406-256-2730.

Sincerely,

A handwritten signature in black ink, appearing to read 'M. Plecker', with a stylized, cursive script.

Monica Plecker
Director
Yellowstone County Public Works

Attachments

Plat
DEQ Approval/Stormwater Plan
Deed.
Permit
Road Regulations
Subdivision Improvement Agreement
Letter 1
Letter 2
Letter 3



Mackenzie
Meadows Plat.pdf



DEQ and
Stormwater Approva



SIA.pdf



Deed.pdf



Permit.pdf



Yellowstone County
Road Policy.pdf



Letter 1.pdf



Letters 2 and 3.pdf



Page 8

Mackenzie Meadows Subdivision, 2nd Filing

Yellowstone County

E.Q. #21-1131

STORMWATER

THAT the storm drainage plan for the Mackenzie Meadows Subdivision, 2nd Filing was reviewed and approved under EQ#21-1205, dated the 28th day of April, 2021, and,

THAT operation and maintenance of the storm drainage facilities shall be conducted by the Yellowstone County Road RSID and individual lot owners, and,

THAT water supply systems, sewage treatment systems and storm drainage systems will be located as shown on the approved plans, and,

THAT all sanitary facilities must be located as shown on the attached lot layout, and,

THAT the developer and/or owner of record shall provide each purchaser of property with a copy of the Plat, approved location of water supply and sewage treatment system as shown on the attached lot layout, and a copy of this document, and,

THAT instruments of transfer for this property shall contain reference to these conditions, and,

THAT plans and specifications for any proposed sewage treatment systems will be reviewed and approved by the county health department and will comply with local regulations and ARM, Title 17, Chapter 36, Subchapters 3 and 9, before construction is started.

THAT departure from any criteria set forth in the approved plans and specifications and Title 17, Chapter 36, Sub-Chapters 1, 3, and 6 ARM when erecting a structure and appurtenant facilities in said subdivision without Department approval, is grounds for injunction by the Department of Environmental Quality.

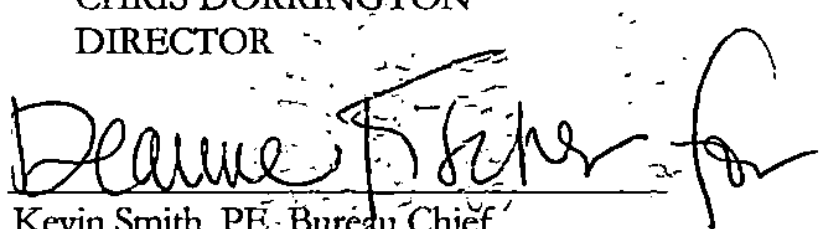
THAT pursuant to Section 76-4-122 (2)(a), MCA, a person must obtain the approval of both the reviewing authority under Title 76, Chapter 4, MCA, and local board of health officer having jurisdiction, before filing a subdivision plat with the county clerk and recorder.

YOU ARE REQUESTED to record this certificate by attaching it to the Plat filed in your office as required by law.

DATED this 30th day of April, 2021.

CHRIS DORRINGTON
DIRECTOR

By:

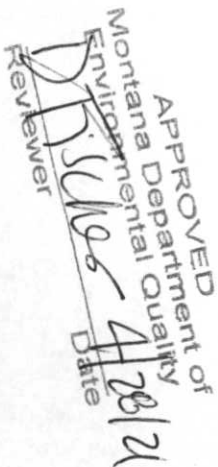

Kevin Smith, PE, Bureau Chief

Engineering Bureau

Water Quality Division

Department of Environmental Quality

Owner's Name: Sam Sparks/Samm LLC



0 150 300
SCALE: 1" = 300'

RECEIVED

APR 27

MIT DEQ
& ST

WWC ENGINEERING, HEREBY RESERVES
OUR COMMON LAW COPYRIGHT IN THIS
DOCUMENT AND THE IDEAS AND DESIGNS
INCORPORATED HEREIN AS AN
INSTRUMENT OF PROFESSIONAL SERVICE
WHICH SHALL NOT BE USED IN WHOLE OR
PART FOR ANY PROJECTS OR OTHER USE
WITHOUT OUR EXPRESS WRITTEN
AUTHORIZATION.

550 S. 24TH STREET W., STE 201
BILLINGS, MT 59102
(406) 894-2210

SAMM LLC
2225 SOUTH 54TH ST W
BILLINGS, MT 59106

PLOT STYLE: WWC_v2-0.stb
26/04/2021 FILE PATH: K:\Billings\SPARKS\2019311 Mackenzie Meadows Subdivision 2nd Filing COSA\05CAD\Sheets\Overall\LOT LAYOUT_STORM.dwg

DSGN	DATE	CKD
GVP	7/2020	GTR
REV	DATE	CKD
JOB # 2019-311		

MACKENZIE MEADOWS SUBDIVISION

2ND FILING

SITE LAYOUT

SHEET NO.
14
OF 15



RECEIVED
APR 27 2021
N
DEPT. OF PUBLIC WORKS
& SUBDIVISIONS

SCALE: 1" = 300'

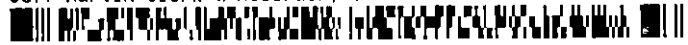
DSGN	DATE	CKD
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SAMM LLC
2225 SOUTH 54TH ST W
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WITHOUT OUR EXPRESS WRITTEN
AUTHORIZATION.

SHEET NO.
15
OF 15

**SUBDIVISION IMPROVEMENTS AGREEMENT***Mackenzie Meadows Subdivision, 2nd Filing*

This agreement is made and entered into this 29th day of June, 2021, by and between *SAMM, LLC*, whose address for the purpose of this agreement is **2225 S 54TH ST W, BILLINGS, MT 59106**, hereinafter referred to as "Subdivider," and **YELLOWSTONE COUNTY, Montana**, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 19th day of June, 2019, the Board of Planning recommended conditional approval of a preliminary plat of *Mackenzie Meadows Subdivision, 2nd Filing*; and

WHEREAS, at a regular meeting conducted on 29th day of June, 2021, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Mackenzie Meadows Subdivision, 2nd Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Mackenzie Meadows Subdivision, 2nd Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

- Subdivider has requested no variances.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.



- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. A 50' wide pipeline easement crosses through Lots 19 through 50 inclusive, Block 2; Lots 2 through 9 inclusive, Block 9. No fences, buildings, sheds, or other permanent structures can be built within this easement.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

**D. Heritage Trail Plan**

- Neibauer Road and South 56th Street West are identified as Arterial Bike Routes in the Billings Area Bikeway and Trails Master Plan (BABTMP). A 15' trail easement is dedicated along Neibauer Road that will have a paved trail.
- Abby Road is identified as a primary bikeway. No improvements are planned.
- Along the length of the BBWA, is a dedicated 10' trail easement that will be maintain as a natural trail.

IV. EMERGENCY SERVICE

- Abby Road will serve as main access to the subdivision with connections to both South 56th Street West and Neibauer Road. Both these roads are 60' arterial roads. No improvements are planned at this time.
- Both accesses will be built to Yellowstone County Paved Road specifications. It will include 24' of 3" pavement over 3" of 1 ½ in minus crushed gravel over 12" of 3 in minus pitrun over a compacted subgrade. The roadway will also include 2' graveled shoulders with barrow ditches.
- A 30,000-gallon water storage tank/dry hydrant has been installed in the easement area on Lots 5 and 6 of Block 6 on the north side of Abby Road. It will service the entire subdivision minus Lot 9 of Block 9, and Lot 8 of Block 10. The Subdivider submitted the dry hydrant system plans and specifications to the Billings Fire Department for review and approval prior to construction. The dry hydrant system has been installed by the Subdivider and inspected and approved by the Billings Fire Department. RSID 853 will be responsible for future maintenance of all public (or common) constructed improvements.
- Lot 9 of Block 9, and Lot 8 of Block 10 will be serviced from the dry-hydrant tank located in Conrad Park Subdivision to the north.
- All lots in the subdivision that benefit from the Mackenzie Meadows dry hydrant located in Block 6 will participate in the maintenance RSID.
- All lots in the subdivision that benefit from the Conrad Park Subdivision dry-hydrant will participate in the Conrad Park Subdivision maintenance RSID.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by MDEQ, or its designee.

- An RSID shall be created for care and maintenance of the storm facilities.
- The first, second, and third phase stormwater improvements of the Subdivision shall consist of any conveyance, storage, or discharge facility which is an integral part of each phase's drainage system as describe in the

Return to:
Steven D. Taylor
12617 Taylor Lane
Aurora, IN 47001

ST 2315316

Stewart Title Company

WARRANTY DEED

FOR A VALUABLE CONSIDERATION, receipt of which is acknowledged, the undersigned Grantors,

CURTIS E. ARNEY and MARLENE H. ARNEY, Trustees under the CURTIS AND MARLENE ARNEY LIVING TRUST dated December 29, 2020, and any amendments thereto, of 1834 N. Mariposa Lane, Billings, Montana 59102,

do hereby grant, bargain, sell, convey, warrant and confirm unto the Grantee,

STEVEN D. TAYLOR, of 12617 Taylor Lane, Aurora, Indiana 47001,

all of the Grantor Trust's interest in and to the following-described real property located in Yellowstone County, Montana:

Lot 13, Block 8, of Mackenzie Meadows Subdivision, 2nd Filing, in the City of Billings, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 3978389.

TOGETHER WITH all improvements, tenements, hereditaments, easements, rights of way, and appurtenances thereon or thereto appertaining.

TO HAVE AND HOLD unto the Grantee, and Grantee's heirs and assigns, forever, SUBJECT, HOWEVER, to:

- (a) All reservations, easements, rights-of-way, and restrictions of record pertaining to said lands, or any thereof;
- (b) All existing building and use restrictions and zoning ordinances pertaining to said property;
- (c) All taxes, charges, and assessments imposed on said lands, or any thereof, for the current year and all subsequent years; and
- (d) All prior conveyances, leases, or transfers of any interest in minerals, including oil, gas, and other hydrocarbons.

EXCEPT with reference to the items referred to in Paragraphs (a) to (d), inclusive, this Deed is given with the usual covenants expressed in § 30-11-110, M.C.A.



316 North 26th, Room 3201 ♦ PO Box 35024
Billings, Montana ♦ 59107-5024
(406) 256-2735

Number: 22002

Paid Using: _____

Worksite Address: 2523 JESSICA ST

Township: 1S Range: 25E Section: 28

New Residential Approach

Date: 6/28/2024

This Permit Must be Kept at the Work Site. Should work commence before the permit is issued, the permit fee shall be doubled.

All attached maps and drawings are considered part of this permit and must also be available when requested.

1. Permittee agrees to perform all work in compliance with Yellowstone County Public Works Department Specifications and specifications set forth in this permit. Any modifications to this project must be approved by the Public Works Department.
2. Public Works may require the applicant to be bonded and applicant will be held responsible to Yellowstone County for any and all damages to any other installation already in place as a result of work covered by this permit.
3. Any costs incurred by the County for repairs to the public right-of-way, that are a direct result of work performed under this permit, will be billed to the permittee.
4. The permittee agrees to indemnify and save harmless Yellowstone County, its officers and employees, from responsibility, damage, or liability arising from the exercise of the privileges granted in this permit.
5. Permittee shall provide traffic control for work performed in the public right-of-way in accordance with "Manual Uniform Traffic Control Devices."
6. Upon completion of work, all installations, structures, equipment, and debris shall be removed and the public right-of-way will be restored to the condition prior to performing work stated in this permit.
7. An inspection will be performed upon completion of work by the Public Works Inspector or his representative. If the work does not comply with the requirements outlined in this permit, the permittee shall be required to correct the work as set forth by the Public Works Inspector.
8. Applicant shall warranty all work, outlined in this permit, for a period of one year after completion.
9. Whenever, during the work phase or the warranty period, a defect in the work creates an emergency situation affecting the public health, welfare or safety, and the Applicant, upon notification by the Yellowstone County Public Works Director or his representatives, refuses to immediately correct the problem (within a 24 hour period), the Yellowstone County Director of Public Works may make or authorize repairs as are necessary and charge all costs incurred against the Applicant or his bond.

By signing this permit, the permittee accepts the terms stated above.

Print Name: _____ Telephone: _____

Signature: _____ Date: _____

3. Sight distance must be provided as required by AASHTO.
4. The approach grade shall conform to the slope of the roadway shoulder where practical and if possible be equal to or less than three (3) percent slope for a distance of twenty (20) feet back from the public road surface unless otherwise approved by the County.
5. The approach shall intersect the public road at an angle of ninety (90) degrees (plus or minus ten (10) degrees) to the roadway.
6. The residential approach width shall be between twelve (12) feet and thirty (30) feet, not inclusive of any radius between the approach and the public road. Lots with frontages of more than 150' may have up to a 50' approach.
7. Approaches for driveways and roadways shall be constructed from the edge of the traveled way the approach accesses to the boundary of the road right of way.
8. When an approach accesses a hard-surfaced arterial, collector, or minor collector, the approach must be built with hard surfacing. Hard surfacing can be accomplished with either concrete or asphalt. For gravel public roads and hard surfaced low traffic volume (less than 400 ADT), low speed (30 mph or lower) roads within subdivisions, hard surfacing of the approach is not required.
9. The radius for an approach serving a single-family residence or two-family residence shall be ten (10) feet. The radius for an approach serving a multi-family residential project, a commercial or institutional development, and a road shall be twenty (20) feet.
10. Commercial approaches connecting to hard surfaced public roads are required to provide hard surfacing for the length and width of the approach within the right-of-way. Hard surfacing shall be an engineered design to meet necessary loading and site-specific requirements, but at a minimum shall be constructed within the right-of-way as follows:
 - a. Concrete of sufficient thickness to provide adequate support for the largest AASHTO design vehicle anticipated to regularly access the facility over an approved base material; or
 - b. Asphalt of sufficient thickness to provide adequate support for the largest AASHTO design vehicle anticipated to regularly access the facility and over an approved base material.
11. Commercial approaches to a graveled public road shall be an engineered design.
12. All approaches shall meet sight distances as required by AASHTO.

13. The minimum spacing between the near edge of an approach and a road intersection centerline must be at least one hundred (100) feet plus the appropriate approach radius. On local streets with speed limits of 25 mph or less a distance less than 100' may be approved by Public Works.
14. The minimum spacing from the near edges of an approach on either an adjacent property or the same property shall be fifty (50) feet.
15. Existing drainage in the public road right-of-way shall not be altered or impeded without specific written approval from the Montana Department of Environmental Quality. In cases outside of subdivisions or in subdivisions with no storm water management plan, specific written approval from YCPW will be required.
16. Drainage from an adjacent approach, private road, or structure is not allowed to discharge onto the public road. When an approved grading and drainage plan/DEQ approval exists, approaches shall be installed in conformance with the approved plan.
17. All culverts used in the construction of an approach in a public road right-of-way must have a minimum diameter of fifteen (15) inches as specified in Standard Drawing 140 - APPROACH STANDARDS (<http://www.co.yellowstone.mt.gov/publicworks/geninfo.asp>) unless a smaller diameter culvert is specified on an engineered drainage plan and/or is approved by the Public Works Department and must be either double-wall smooth interior high-density polyethylene (HDPE), corrugated metal pipe (CMP) or reinforced concrete pipe (RCP) or other approved similar material. The minimum amount of cover material over the culvert shall be that recommended by the culvert manufacturer.

14.8 Design and Geometric Requirements

Approaches shall meet the dimensional standards contained in Standard Drawing 140 – APPROACH STANDARDS.

14.9 Penalty/Enforcement

If Yellowstone County determines an approach is not in substantial compliance with these standards, the County will notify the property owner with the approach of the deficiency and request the property owner correct the deficiency. If property owner does not address the deficiency within 30 days of notice from the County, either by corrective action or by notifying the County of a proposal for corrective action and then get approval for said corrective action with an agreed upon timeline, the County will treat the approach as encroachment and take appropriate action to remedy the situation in accordance with Sections 7-14-2134 through 7-14-2138, MCA.

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

November 20, 2025

Mark Morse, Mike Waters, Chris White
Yellowstone County Commissioners
P O Box 35000
Billings, MT 59107

RE: Variance Application, 2523 Jessica Street

Commissioners Morse, Waters, White:

By way of introduction, my name is Steven D. Taylor, and I own the property commonly known as 2523 Jessica St. in Mackenzie Meadows subdivision in Yellowstone County.

This letter is in support of my appeal to the Yellowstone County Commission of a denial of my variance request, which was denied on November 20, 2025 by the Yellowstone County Public Works Department.

Previously, I sent two letters dated September 30, 2025 and October 22, 2025 to Monica Plecker, Director, Yellowstone County Public Works in support of my variance application. These letters, comprising my arguments in favor of my variance application and the procedural history of the proceeding, need be read in context with the additional material presented herein. As these letters are readily available to you in the county file of this proceeding, I have not attached these letters hereto.

On November 12, 2025, I received a letter from Ms. Plecker, dated November 10, 2025, explaining her reasoning for recommending denial of my variance application. This letter is also readily available to you in the county file of this proceeding and is not attached hereto. The following material rebuts the bullet points in Ms. Plecker's letter, which comprise her reasons for denial of my variance request.

The first bullet point states: "The approach was not constructed as permitted and is not in compliance with county policy." This point is conceded and discussion of how and why this occurred is thoroughly discussed in my letters, dated September 30 and October 22, 2025. This bullet point also states: "Uncontrolled access points have a direct relation to safety." Neither evidence nor supporting arguments are included, showing how wider driveways impair safety. Accordingly, this statement is a gratuitous assertion, and is hereby gratuitously dismissed. Contrairly, my reasons why wider driveways enhance safety, especially on narrow streets without sidewalks such as Jessica St, are presented on page 2 of my letter, dated October 22, 2025. Moreover, should a driver lose control and drive off of the maintained surface of the roadway, driving onto the flat surface of a lawn is considerably less dangerous than into a deep ditch.

The second bullet point in Ms. Plecker's letter states" Allowing fill material to remain as is will have an adverse impact on both available flow and storage capacity of roadside

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413

Email: sdean_taylor@hotmail.com

ditches.” Though it is understandable how fill material in the ditch aside Jessica St. might have a minimal effect upon storage capacity of the ditch, it is difficult to comprehend how available flow can be measurably affected providing that culverts of identical size as those used beneath my driveway and all other driveways in Mackenzie Meadows are installed as was done at 2523 Jessica St.

The third bullet point states: “Long-term maintenance issues of the culvert could arise, as the longer the culvert, the more difficult to maintain.” It is difficult to understand how a “longer” culvert beneath fill and lawn can be more difficult to maintain than the culvert beneath a concrete driveway such as in place at every house in MacKenzie Meadows. Moreover, driveway culvert maintenance is the responsibility of the property owner rather than the county.

The fourth bullet point states: “The fille (sic) was placed to facilitate irrigation. The County would prohibit private water lines and sprinklers in its right of way. These private lines and systems when placed in the right of way create a maintenance burden and hardship for maintaining the right-of-way.” As clearly stated on page 1 of my letter, dated October 22, 2025, I extended the culvert and leveled the ditch with topsoil to “facilitate mowing” and to install a proper, i.e., effective, sprinkler system. In order to effectively irrigate the area nearest the maintained surface of the street where irrigation is most needed due to fill material not well suited for growing grass while, at the same time, minimizing overspray onto the traveled surface of the street so as to not adversely affect traffic safety, sprinkler heads need to be near the street, rather than 20 or more feet away on the opposite side of the ditch.

While consulting with the developer of Mackenzie Meadows, I learned that “every” property in Mackenzie Meadows having grass extending to the street has sprinkler lines and heads near the streets and on the street side of the ditch well within the county rights-of-ways. Consultation with builders, landscape contractors, and property owners has revealed that this is true of all or nearly all properties having sprinkler systems anywhere in Yellowstone County. It is inconceivable that Yellowstone County Public Works will require all Yellowstone County property owners to relocate their established sprinkler systems outside of any associated county rights-of-ways. Finally, maintenance of private sprinkler systems is the responsibility of the property owners rather than the county, mitigating any potential “burden and hardship for maintaining the right of way.”

On September 19, 2025, I spoke with Logan McIsaac, Project Manager of Yellowstone County Public Works Department via telephone. During this conversation, Mr. McIsaac, informed me that the concrete driveway connecting my house with Jessica Street, as finished, measures fifty-seven feet, but that this expansion would be overlooked providing that I returned to the Public Works Department and applied for a fifty-foot permit on or before October 07, 2025. This conversation is documented in my letter to Monica Plecker, dated September 30, 2025. On October 07, 2025, my builder, Jeff Hill of Hill Builders visited the Public Works Department to apply for this fifty-foot permit as

Steven Dean Taylor

2523 Jessica St., Billings, MT 59106 • Phone: (812) 907-1413
Email: sdean_taylor@hotmail.com

advised by Mr. McIsaac but was informed that such permit would not be issued at that time. No reason for denial of the requested fifty-foot permit was given. Having been told by an agent of the Public Works Department that the seven foot expansion of my driveway beyond the fifty-foot limit of the promised fifty-foot permit would be overlooked once the fifty-foot permit was obtained, it is reasonable to expect that this offer will be honored.

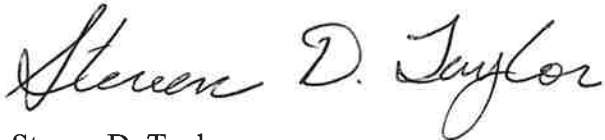
Considering the arguments presented herein in context with those previously presented in my letters dated September 30 and October 22, 2025, one must conclude that the denial of my variance request by the Public Works Department should be reversed and my variance should be expeditiously granted.

Please acknowledge receipt of this letter upon arrival.

Please also read this document into the minutes of this proceeding and record the minutes into the county records.

Thank you for your time and consideration.

Respectfully,

A handwritten signature in black ink that reads "Steven D. Taylor". The signature is written in a cursive, flowing style.

Steven D. Taylor

Copies: Hill Builders, File

B.O.C.C. Regular

1. a.

Meeting Date: 11/25/2025

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Linda Lien to Historic Preservation Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Linda Lien

Yellowstone County



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

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

November 25, 2025

Ms. Linda Lien
1906 Camden Dr
Billings, MT 59102

RE: Re-appointment to Historic Preservation Board

Dear Ms. Lien,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to December 31, 2027.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White Member

BOCC/eg

c: Board File - Clerk & Recorder
Mr. Dave Green, 316 N 26th Street, Billings, MT 59101

B.O.C.C. Regular

1. b.

Meeting Date: 11/25/2025

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Updated List

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

November 25, 2025

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

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, December 25, 2025

November 4, 2025

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

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

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

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

CONSOLIDATED ZONING COMMISSION	2 year	1 full to 6/30/27
--------------------------------	--------	-------------------

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

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	2 partial to 12/31/26 2 partial to 12/31/27 2 full to 12/31/28
AREA II AGENCY ON AGING	1 year	1 full to 6/30/26
YELLOWSTONE COUNTY MUSEUM	3 year	1 full to 6/30/28

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

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: MOU with Alternatives HEART Grant

Submitted By: Teri Reitz, Board Clerk

TOPIC:

MOU and Agreement to Sub-Contract between Yellowstone County Sheriff's Office and Alternatives, Inc.

BACKGROUND:

The Sheriff's Office has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant. Alternatives is a licensed, insured, and professional agency with nearly 45 years of criminal justice case management experience and can provide services necessary to implement this project.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Alternatives Sub-Contract

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF OFFICE
AND ALTERNATIVES, INC.**

Whereas: Yellowstone County Sheriff's Office has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a case manager/care coordinator is needed to support clients of the project per funding guidelines;

Whereas: Alternatives is a licensed, insured, and professional agency with nearly 45 years of criminal justice case management experience and can provide services necessary to implement this project;

Whereas: Yellowstone County Sheriff's Office and the Board of County Commissioners (BOCC) are committed to piloting programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from skilled case managers to meet required goals and objectives of the project;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and Alternatives, Inc. whose address is 2120 3rd Ave. North, Billings MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Alternatives and that Alternatives shall perform all work and services as sub-contractor under the agreement.

1. Purpose. The purpose of this MOU is to establish the terms and conditions under which YCSO and Alternatives will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. Term of MOU. This MOU shall be in effect for a period the award date of the funding sources, beginning July 1, 2025 through June 30, 2026. Either party may terminate this agreement, in writing, ninety (90) days prior to the proposed termination date. Any activities in progress at the time of termination shall be permitted to conclude as planned unless otherwise agreed in writing. BOCC may terminate this contract for Alternatives' failure to perform any of its duties under this contract after giving Alternatives written notice of the failure. The written notice must demand performance of the stated failure within a specified period of time of not less than 30 days. If the demanded performance is not completed within the specified period, the termination is effective at the end of the specified period.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Alternatives. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. Payment In consideration for the services to be performed by the Contractor, the County agrees to reimburse Alternatives from pre-approved grant funds for up to the following amount based on the availability of funds:

HEART funds beginning July 1, 2025 – June 30, 2026:

- Case Management/Care Coordination \$25/hour plus fringe up to \$50,400.00, depending on the availability of State Funds. Funds may be adjusted by the State at the discretion of DPHHS Project Director, and a 30-day notice will be given.
- A representative from Alternatives, Inc. must attend staffing meetings, and document all contact with clients.
- A representative from Alternatives, Inc. must complete all data tracking in the method approved by the Project Director for client tracking purposes.

Alternatives must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment by the 5th of each month. These funds will be reimbursed through grant funds pre-allocated and approved by Montana Department of Health and Human Services.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Alternatives as the pass-through between the State of Montana and Alternatives to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flows to the County from the agreement, directly to Alternatives, Inc. in order that Alternatives can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Alternatives is responsible for the actual reporting of data on services delivered.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Alternatives, Inc. as the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this and other contractors upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stonerockmt.com on a monthly basis for routing to Yellowstone County (due by the 10th of each month).

5. Responsibilities of Alternatives, Inc.

Alternatives agrees to participate in the implementation of the grant activities as listed below.

5.1 Alternatives acknowledges that it is familiar with the agreement and furthermore, Alternatives represents that it can perform and deliver the services required under the agreement.

5.2 Alternatives agrees to provide information on outcome measures with the Yellowstone County Sheriff's Office for the purposes of coordinating, implementing, and reporting project activities. Alternatives agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services

will not be approved without the submission of reporting data. All invoicing will be reviewed by SBS prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions.

5.3 Alternatives acknowledges that it will coordinate with all entities contracted for services within the scope of the project, including, but not limited to, Stonerock Business Solutions, Ivy Correctional Medicine, Beautiful Directions, YCSO, Public Defender's Office, Conflict and Contract Public Defenders, and others as necessary to implement the project.

5.4 As a sub-contractor to the agreement and for the purpose of this MOU, Alternatives, Inc. agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Turn Key and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.5 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives, Inc. must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,500,000 and listing Yellowstone County as an additional insured. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.6 As sub-contractor to the agreement and for the purpose of this MOU, Alternatives must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Alternatives and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Alternatives must provide occurrence coverage professional liability insurance with combined single limits of \$1,500.00 per occurrence and \$2,000,000.00 aggregate per the life of the agreement.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Alternatives may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.8 As sub-contractor to the agreement, Alternatives shall be responsible for its business-related expenses concerning the Services under this Agreement.

6. Responsibilities of All Both Parties

6.1 Any specific activity developed under this MOU shall be detailed in the grant application, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible Offices or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Alternatives authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2026 end date of the agreement with appropriate notice of at least 90 days.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives six (6) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Alternatives, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Alternatives under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Alternative's employees or contract personnel are, or shall be deemed, the YCSO's employees.

In its capacity as an independent contractor, Alternatives agrees and represents: Alternatives has the right to perform services for others during the term of this Agreement except as otherwise provided below; Alternatives has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Alternatives shall select the routes taken, starting and ending times, days of work, and order the work is performed; Alternatives has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Alternatives, nor the Alternative's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by Alternatives, Alternatives' employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help Alternatives; and neither Alternatives nor Alternatives employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by Alternatives performs its services. Alternatives shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior

written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. Signatures. In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Mark Morse

Date

Alternatives, Inc.

David O Armstrong, CEO

Date

11/12/2025

B.O.C.C. Regular

3. a.

Meeting Date: 11/25/2025

Title: Recommendation of Award - Metra Crowd Management Services

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Recommendation of Award - Metra Crowd Management Services

BACKGROUND:

A Request for Proposals was released on October 21st, 2025, seeking proposals for crowd management services for MetraPark. Responses were received from Shield Event Services, CMS/Starplex, and Best Crowd Management and were opened and acknowledged by the Commissioners on November 12th, and November 18th. Commissioners opened and acknowledged Best Crowd Management's proposal on November 18th because FedEx delivered to the wrong address. It was found that the box was addressed correctly and it was delivered within the deadline timeframe. Since the participant was not at fault for this mistake, it was decided to accept the proposal.

A selection committee reviewed responses and proposals were discussed and scored. It is the recommendation of the committee to award Best Crowd Management and proceed with contract negotiations.

RECOMMENDED ACTION:

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

Attachments

NOIA - Metra Crowd Management

Metra Crowd Management Services RFP Scoring

Crowd Management Services Tab Sheet

Crowd Management Services Tab Sheet (2)



Yellowstone County Finance Department

Notice of Intent to Award

Solicitation Title: Metra Crowd Management Services RFP

Solicitation Close Date: November 10th, 2025

Notice of Intent to Award Posting Date: November 25th, 2025

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

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

Purchasing Agent/Contact Information: Matt Kessler, mkessler@yellowstonecountymt.gov

Apparent Successful Offeror(s)

Best Crowd Management

Unsuccessful Offeror(s)

Shield Event Services

CMS/Starplex

Metra Crowd Management Services RFP Scoring

The selection committee used the following scoring criteria for evaluating proposals.

Proposer's previous similar experience, financial condition and capability – 35 points

Cost – 30 points

Proposed solution – 35 points

There were 6 committee members, making a total of 600 points possible per proposal.

Participant	Total Score
Best Crowd Management	527
Shield Event Services	448
CMS	N/A

YELLOWSTONE COUNTY BID TABULATION FORM

Department: MetraPark

Date: Wednesday November 12, 2025
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Project: Request for Proposals for Crowd Management Services					
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[illegible]

YELLOWSTONE COUNTY BID TABULATION FORM

Department: MetraPark

Date: Tuesday November 17, 2025
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Project: Request for Proposals for Crowd Management Services					
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[illegible]

B.O.C.C. Regular

3. b.

Meeting Date: 11/25/2025

Title: Notice of Award - Cedar Hall Renovation IFB

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Notice of Award & Contract - Cedar Hall Renovation

BACKGROUND:

An Invitation for Bids was released on September 30th, 2025, seeking bids for the renovation of Cedar Hall for the Elections Department. Bids were received from R&R Taylor Construction, Yellowstone Basin Construction, Cucancic Construction, Swank Enterprises, Jackson Contractor Group, Langlas & Associates and TW Ridley Construction, and were opened and read aloud by the Commissioners on October 28th, 2025. A selection committee reviewed the bids and recommended to award the contract to Yellowstone Basin Construction, which the BOCC approved on November 18th, 2025. The value of the contract with YBC is for \$773,210.00, including a 5% construction contingency.

RECOMMENDED ACTION:

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

Attachments

Notice of Award - Cedar Hall Renovation IFB

YBC Contract - Cedar Hall



Yellowstone County Finance Department

Notice of Award

Date of Issuance: November 25th, 2025

Solicitation Title: Cedar Hall Renovation IFB

Solicitation Close Date: October 20th, 2025

Bidder: Yellowstone Basin Construction

Bidder's Address: 3970 Avenue D, Suite A, Billings, MT 59102

This document shall serve as notifications that Yellowstone Basin Construction is the successful bidder for the Cedar Hall Renovation IFB for the base sum of \$773,210.00. A formal contract will follow this document.

AIA[®] Document A105[™] – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « twenty-fifth » day of « November » in the year « 2025 »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« Yellowstone County » « »
« PO Box 35000 »
« Billings, MT 59107 »

and the Contractor:
(Name, legal status, address and other information)

« Yellowstone Basin Construction » « »
« 3970 Avenue D, Suite A »
« Billings, MT 59102 »

for the following Project:
(Name, location and detailed description)

« Elections Department, Cedar Hall Renovation »
« MetraPark »
« Billings, MT »

The Architect:
(Name, legal status, address and other information)

« CTA Inc. dba Cushing Terrell » « »
« 13 North 23rd Street »
« Billings, MT 59101 »
« Phone: 406-248-7455 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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2	DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
3	CONTRACT SUM
4	PAYMENTS
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6	GENERAL PROVISIONS
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11	TIME
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13	PROTECTION OF PERSONS AND PROPERTY
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15	MISCELLANEOUS PROVISIONS
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17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated «July 25, 2025 », and enumerated as follows:

Drawings:

Number	Title	Date
	<u>GENERAL</u>	
G001	COVER SHEET	7-25-25
G100	CODE PLANS	7-25-25
	<u>STRUCTURAL</u>	
S101	FIRST FLOOR FRAMING PLAN	7-25-25
S001	STRUCTURAL GENERAL NOTES	7-25-25
S002	STRUCTURAL GENERAL NOTS	7-25-25
S100	FOUNDATION PLAN	7-25-25
S102	CEILING FRAMING PLAN	7-25-25
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AD100	DEMOLITION PLAN	7-25-25
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A501	FINISH PLANS, SCHEDULES AND DETAILS	7-25-25
A601	DOORS AND WINDOW SCHEDULES AND DETAILS	7-25-25
A701	ENLARGED PLANS / INTERIOR ELEVATIONS	7-25-25
A702	ENLARGED PLANS / INTERIOR ELEVATIONS	7-25-25
A703	INTERIOR ELEVATIONS / CASEWORK DETAILS	7-25-25
A901	REFLECTED CEILING PLANS	7-25-25
	<u>PLUMBING</u>	
P001	PLUMBING SCHEDULES AND LEGENDS	7-25-25
P002	PLUMBING SPECIFICATIONS	7-25-25
P101	PLUMBING DMV PLANS	7-25-25
P102	PLUMBING DOMESTIC WATER PLANS	7-25-25
	<u>MECHANICAL</u>	
M001	HVAC SCHEDULES & LEGENDS	7-25-25
M100	HVAC PLANS	7-25-25
	<u>ELECTRICAL</u>	
E001	LEGENDS, SCHEDULES AND PANELS	7-25-25
E002	ELECTRICAL SCHEDULES AND ONELINE	7-25-25
E003	ELECTRICAL SPECIFICATIONS	7-25-25
E100	SITE PLAN	7-25-25
E200	LIGHTING PLANS	7-25-25
E300	POWER PLANS	7-25-25
	<u>TECHNOLOGY</u>	
T001	LEGENDS AND SCHEDULES	7-25-25
T400	SYSTEM PLAN	7-25-25

Specifications:

Section	Title	Pages
	<u>PROCUREMENT AND CONTRACTING REQUIREMENTS</u>	
000101	Project Title Page	
000107	Seals Page	
000115	List of Drawing Sheets	
	Montana Prevailing Wage Rates 2025	
DIVISION 01	<u>GENERAL REQUIREMENTS</u>	
010000	General Requirements	
011000	Summary	
012000	Alternates	
012500	Substitution Procedures	
012600	Contract Modification Procedures	
012900	Payment Procedures	
013100	Project Management and Coordination	
013233	Photographic Documentation	
013300	Submittal Procedures	
014000	Quality Requirements	
015000	Temporary Facilities and Control	
016000	Product Requirements	
017300	Execution	
017419	Construction Waste Management and Disposal	
017700	Closeout Procedures	

017823	Operation and Maintenance Data
017839	Project Record Drawings
	Substitution Request Form
DIVISION 02	EXISTING CONDITIONS – NOT USED
DIVISION 03	CONCRETE – NOT USED
DIVISION 04	MASONRY – NOT USED
DIVISION 05	METALS – NOT USED
DIVISION 06	WOOD, PLASTICS, AND COMPOSITS – NOT USED
DIVISION 07	THERMAL AND MOISTURE PROTECTION – NOT USED
DIVISION 08	<u>OPENINGS</u>
080000	Fixed Louvers
DIVISION 09	FINISHES – NOT USED
DIVISION 10	SPECIALTIES – NOT USED
DIVISION 11	EQUIPMENT – NOT USED
DIVISION 12	FURNISHINGS – NOT USED
DIVISION 13	SPECIAL CONSTRUCTION – NOT USED
DIVISION 14	CONVEYING EQUIPMENT – NOT USED
DIVISION 21	FIRE SUPPRESSION – NOT USED
DIVISION 22	PLUMBING – NOT USED
DIVISION 23	<u>HEATING, VENTILATING, AND AIR CONDITIONING (HVAC)</u>
230500	HVAC Piping Insulation
230553	Identification for HVAC Piping and Requirement
230593	Testing, Adjusting, and Balancing for HVAC
230713	Duct Insulation
230719	HVAC Piping Insulation
232123	Hydronic Pumps
232300	Refrigerant Piping
233113	Metal Ducts
233330	Air Duct Accessories
233400	HVAC Ducts
233713.13	Air Diffusers
233713.23	Air Registers and Grilles
235416.13	Gas-Fired Furnaces
238239.19	Wall and Ceiling Unit Heaters
DIVISION 26	ELECTRICAL – NOT USED
DIVISION 27	<u>COMMUNICATIONS</u>
270000	Communication General Requirements
270500	Common Work Results for Communications

270529	Hanger and Supports for Communications System
270544	Sleeves and Sleeve Seals for Communications Pathways and Cabling
270553	Identification for Communications Systems
271116	Communications Racks, Frames and Enclosures
271313	Communications Copper Backbone Cabling
271323	Communications Optical Fiber Backbone Cabling
271523	Communications Optical Fiber Horizontal Cabling
DIVISION 28	<u>ELECTRONIC SAFETY AND SECURITY</u>
280500	Common Work Results for Electronic Safety and Security
284621.11	Addressable Fire-Alarm Systems
DIVISION 31	EARTHWORK – NOT USED
DIVISION 32	EXTERIOR IMPROVEMENTS – NOT USED
DIVISION 33	UTILITIES – NOT USED

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages
One (1)	October 17, 2025	44

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

- .5 other documents, if any, identified as follows:

«NONE »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.

(Insert the date of commencement if other than the date of this Agreement.)

«December 15th. If the notice to proceed is issued to Contractor after December 15th, the Substantial completion date will be 112 calendar days after the date that the notice has been issued. »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:

(Check the appropriate box and complete the necessary information.)

[☒] Not later than «April 6th, 2026 » («112 ») calendar days from the date of commencement.

[☐] By the following date: « »

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

«Seven hundred seventy-three thousand, two hundred ten dollars and 00/100 » (\$ «773,210.00»)

§ 3.2 For purposes of payment, the Contract Sum includes the following values related to portions of the Work:

(Itemize the Contract Sum among the major portions of the Work.)

Portion of the Work	Value
Base Bid	\$621,200.00
Alternate #1 – Lighting Wireless Controls	\$ 10,445.00
Alternate #2 – Demo & Replace ACT Ceiling	\$ 72,745.00
Alternate #3 – New Furred Wall at Lobby	\$ 32,000.00
5% Construction Contingency	\$ 36,820.00

§ 3.3 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and hereby accepted by the Owner:
(Identify the accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

«N/A »

§ 3.4 Allowances, if any, included in the Contract Sum are as follows:
(Identify each allowance.)

Item	Price
N/A	

§ 3.5 Unit prices, if any, are as follows:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

ARTICLE 4 PAYMENTS

§ 4.1 Based on Contractor's Applications for Payment certified by the Architect, the Owner shall pay the Contractor, in accordance with Article 12, as follows:
(Insert below timing for payments and provisions for withholding retainage, if any.)

«Payments will be made by the last day of the month for the previous month, providing the Payment Application is received by the 1st day of the month. Five percent (5%) Retainage and one percent (1%) Gross Receipts Tax will be withheld from the monthly payments. »

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate below, or in the absence thereof, at the legal rate prevailing at the place of the Project.
(Insert rate of interest agreed upon, if any.)

«0 » % «Zero »

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than «Seven hundred fifty-thousand dollars » (\$ «750,000.00 ») each occurrence, «One million, five hundred thousand dollars » (\$ «1,500,000.00 ») general aggregate, and «One million, five hundred thousand dollars » (\$ «1,500,000.00 ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than « » (\$ « ») each accident, « » (\$ « ») each employee, and « » (\$ « ») policy limit.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
N/A	

§ 5.2 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.3 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.4 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.5 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. The Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of

service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

«Matt Kessler, Yellowstone County – Purchasing Agent: mkessler@yellowstonecountymt.gov»
«Jeff Rupp, Cushing Terrell – Project Manager: jeffrupp@cushingterrell.com»

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

The Contractor shall pay sales, consumer, use, and similar taxes that are legally required when the Contract is executed.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them, from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. If the Owner and Contractor cannot agree to a change in the Contract Sum, the Owner shall pay the Contractor its actual cost plus reasonable overhead and profit.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 Costs caused by delays or by improperly timed activities or defective construction shall be borne by the responsible party.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner provided in the Contract Documents.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment shall not become due until the Contractor submits to the Architect releases and waivers of liens, and data establishing payment or satisfaction of obligations, such as receipts, claims, security interests, or encumbrances arising out of the Contract.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

(Insert any other terms or conditions below.)

« »

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

«N/A »

Tanner Schweigert

OWNER (Signature)

«Mark Morse »«Chair, Board of County
Commissioners »

(Printed name and title)

CONTRACTOR (Signature)

Tanner Schweigert / Project Manager

«Yellowstone Basin Construction »« »

(Printed name and title)

LICENSE NO.: 267273

JURISDICTION:

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Two Moon Park Mastication Project 2026

Submitted For: Joe Lockwood, Supervisor

Submitted By: Joe Lockwood, Supervisor

TOPIC:

Two Moon Park Mastication Project 2026

BACKGROUND:

Project involves removal of Common Buckthorn and Russian Olive trees using a forestry mastication machine. This project usually takes place in September and takes about 3 to 5 days. Caudill Forestry Services will be doing the work. Cost usually runs around \$2000 per acre.

RECOMMENDED ACTION:

Review and Approve. We appreciate the support from the BOCC on this project.

Attachments

2026 Two Moon Park Mastication Project

25848 - Two Moon Park Mastication Project - Removal of Common Buckthorn and Russian Olive trees in Two Moon Park which is a county park located in Yellowstone County.

Application Details

Funding Opportunity:	25020-AGR Noxious Weed Trust Fund FY26 County/Reservation Program Grant Application
Funding Opportunity Due Date:	Jan 6, 2026 11:59 PM
Program Area:	AGR Noxious Weed Trust Fund
Status:	Submitted
Stage:	Final Application
Initial Submit Date:	Nov 19, 2025 1:05 PM
Initially Submitted By:	Joe Lockwood
Last Submit Date:	
Last Submitted By:	

Contact Information

Primary Contact Information

Name:	Mr. Joe Middle Name Lockwood
	Salutation First Name Last Name
Title:	
Email*:	glockwood@yellowstonecountymt.gov
Alternate Email:	huskerlockwood@yahoo.com
Address*:	3319 King Avenue East
	Billings 59101 Montana
	City Postal Code/Zip State/Province
Phone*:	(406) 256-2708 Ext.
	Phone
	###-###-####
Alternate Phone:	(406) 672-1084
Fax:	###-###-####

Organization Information

Name*:	Yellowstone County Weed District
Organization Type*:	County Government
Organization Website:	
Address*:	3319 King Avenue East

Billings Montana 59101
City State/Province Postal Code/Zip

Phone*:

(406) 256-2731 Ext.
###-###-####

Alternate Phone:

Fax:

###-###-####

Email address:

Alternate Email:

Budget- County/Reservation

Grant Type

Select County or Tribal grant request
type.*:

County

County Weed Budget Information

County Only - Weed Budget: \$444,986.97 0.81 \$360,439.45 \$360,439.00 \$45,000.00 \$51,501.00
County 1 Mill Mills Levied Total Mill Levy General Fund Contracted Services Other Funding (RAC, etc.)
\$817,379.45
Total Weed Budget

Financial Narrative & Project Description

Category	Amount	Description
Salaries	\$0.00	
Benefits	\$0.00	
Supplies & Materials	\$0.00	
Contracted Services	\$7,500.00	Labor for Invasive Tree Removal
Equipment	\$0.00	
Repair & Maintenance	\$0.00	
Total	\$7,500.00	

Other Attachments

Attachments

Description	File Name	Type	Size	Upload Date
2025 PHOTOS - TWO MOON PARK MASTICATION PROJECT	2025 TWO MOON PARK MASTICATION PROJECT.docx	docx	7 MB	11/19/2025 12:41 PM
2026 mastication area - 8.78 acres	2026 Future Mastication Area Two Mbon Park.png	png	1 MB	11/19/2025 12:25 PM

Signature Page FY23 Special County/Reservation Grant

Signature Block

Tribal Use Only:

By checking this box and typing my name I certify I am an authorized representative for the Reservation and concur with the grant expenditures that will be used to facilitate noxious weed activities. (all fields must be entered)

Authorized Representative: ☐ No Enter full name Title Date

County Use Only:

By checking this box and typing my name I certify I am an authorized representative for the Weed District and that I have notified the County Commissioners and County Weed Board of the expenditures in this grant application. I also certify that I contacted the County Clerk & Recorder to confirm that the county weed district has an established 2140 and/or 2840 fund, and the budget figures on this grant application are true and correct. (all fields must be entered)

Authorized Representative: ☒ Yes Joe Lockwood Weed Coordinator 11/19/2025

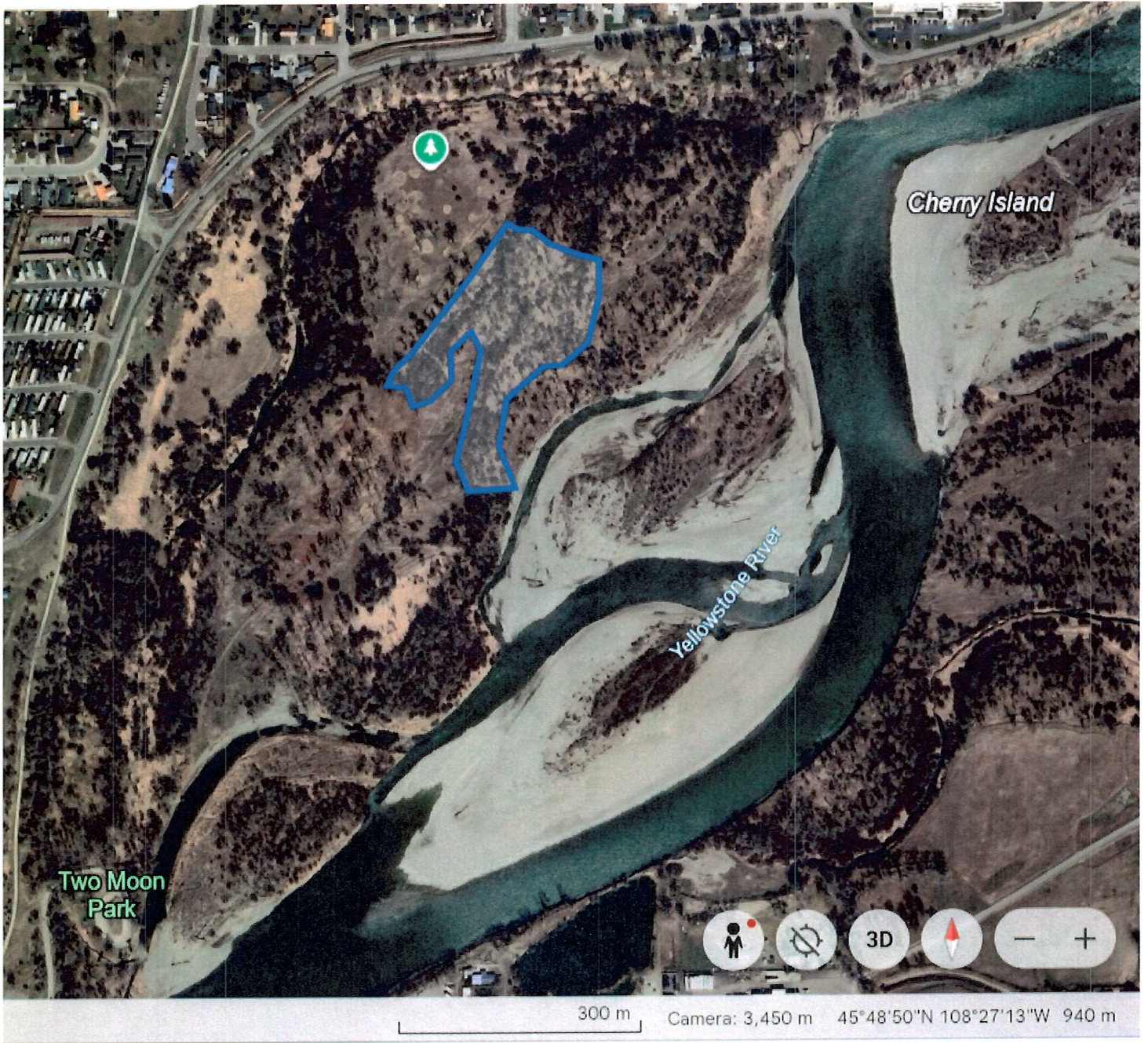
Enter full name Title Date

For Department Use Only

The Montana Department of Agriculture approves this grant agreement in the amount \$7,500.

Department Authorization: MT Department of Agriculture Date





2025 TWO MOON PARK MASTICATION PROJECT













B.O.C.C. Regular

5. a.

Meeting Date: 11/25/2025

Title: YCSO/DHS-ICE hold harmless agreement

Submitted By: Carol Redler

TOPIC:

Hold Harmless Agreement for use of the Michael A. Shafer Training Facility

BACKGROUND:

Renewal of existing agreement.

RECOMMENDED ACTION:

Approve and sign.

Attachments

DHS-ICE 2025-2026

**MEMORANDUM OF AGREEMENT BETWEEN THE DEPARTMENT OF
HOMELAND SECURITY, U.S. IMMIGRATION AND CUSTOMS
ENFORCEMENT, HOMELAND SECURITY INVESTIGATIONS, DENVER
AND YELLOWSTONE COUNTY, MONTANA
MICHAEL A. SCHAFER TRAINING FACILITY**

This agreement (“Agreement”) is made and entered into on this 17th day of November, 2025, between Yellowstone County, Montana, the Yellowstone County Montana Sheriff’s Office, their officers, agents, employees, representatives, board members, predecessors, successors, and assigns, and each of them in both official and individual capacities (hereinafter collectively referred to as “the County”), and the Department of Homeland Security, U.S. Immigration and Customs Enforcement, Homeland Security Investigations – Denver (HSI-Denver). (hereinafter referred to as “HSI-Denver”).

WHEREAS HSI-DENVER is authorized to enter into this agreement pursuant to the Government Employees Training Act, 5 U.S.C. §§ 4101 and 4105 permitting agencies to “make agreements or other arrangements for the training of employees of the agency by, in, or through non-Government facilities.”

WHEREAS, the Michael A. Schafer Training Facility (hereinafter the “Facility”) is situated on approximately one hundred-fifty (150) acres of County property, with a mailing address of 1415 Shepherd Acton Road. The Facility consists of two separate firing ranges found on six (6) acres located within the Facility. Both firing ranges are fenced off with chain link fencing complete with barbed wire uppers 9’ high. One firing range is dedicated for handgun training, which has adjacent to it a small shed that serves as an observation tower; the other firing range is used for a variety of weapons including long rifle training. Additionally, the Facility has a classroom building, kitchen, restrooms, a small garage to house equipment and a gun cleaning

building. In addition, and outside the fenced perimeter is a modular home designated as the “shoot house” which is used for realistic training using simulated munitions;

WHEREAS, the HSI-Denver wishes to make use of the Facility for the benefit of employees of the HSI-Denver for the purpose of sanctioned training, including but not limited to, firearms training, day, and night shoots and any other voluntary or mandatory law enforcement training;

WHEREAS, the County is willing to permit the HSI-Denver to use the Facility, but at the same time, the County is unwilling to assume the risk for the HSI-Denver’s use of the facility;

WHEREAS, it is then in the mutual interest of the County and the HSI-Denver to enter into the agreement as set forth below;

NOW, THEREFORE, in and for good consideration, the sufficiency of which is hereby mutually acknowledged and for the mutual covenants and promises set forth below, the County and the HSI-Denver enter into this Agreement, effective immediately upon execution of this document, the terms which are as follows:

1. The County agrees to allow the HSI-Denver to utilize the Facility on specified days during the length of this Agreement for the purpose of sanctioned day and night firearms training and any other voluntary or mandatory use consistent with generally accepted law enforcement training.
2. HSI-Denver shall be responsible for the acts or omissions of its employees acting within the scope of their federal employment only to the extent authorized by the Federal Tort Claims Act (FTCA), 28 §§ U.S.C.2671-80, and other applicable federal law. Federal agencies, as part of the United States government, are bound by federal laws including the FTCA and the Anti-Deficiency Act, 31, U.S.C. § 1341. HSI-

Denver is effectively “self-insured” under the FTCA, which provides the United States may be sued for damages to or loss of property, personal injury, or death caused by the negligent or wrongful act or omissions of a federal agency’s employees while those employees are acting within the scope of their offices.

3. This Agreement may not be amended or modified except by another written instrument signed by the party or parties to be bound. In addition, HSI-Denver is prohibited from subleasing the Facility to individuals or agencies without the express written permission of the County.
4. The County makes no warranty, either express or implied, as to the fitness of the Facility for a specific use, and the parties to this Agreement agree that use of the Facility necessarily creates dangerous and hazardous conditions by anyone for any purpose and that any use of the Facility represents dangerous conditions that can result in serious injury up to and including death.
5. This Agreement shall be interpreted, construed, and enforced in accordance with the laws of the United States and to the extent that they do not conflict with the laws of the United States, the laws of the State of Montana. This Agreement shall remain in full force and effect for one year from the date the HSI-Denver executes this Agreement. ~~Thereafter, it is the intent of the parties to renew this Agreement on an annual basis.~~ The County reserves the right to modify this Agreement at anytime during the term of this Agreement with the concurrence of HSI-Denver. Either party may terminate this agreement with written notice of termination sent certified mail to the other party.

6. The County shall not hold harmless or indemnify HSI-Denver for any demands, liability, claims, actions, and cause of action, suits, losses, judgments, or settlements whatsoever.
7. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of the Agreement which shall remain in full force and effect and shall remain enforceable in accordance with the terms hereof.
8. Each of the undersigned persons represents and warrants that he or she is authorized to execute this Agreement on behalf of the respective party, and that he or she has the full power and authority to bind such party to each and every provision of this Agreement.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed by their duly authorized representative on the dates herein subscribed.

YELLOWSTONE COUNTY
By: Board Chairman Mark Morse

Date

DHS/ICE
HOMELAND SECURITY
INVESTIGATIONS – DENVER

ISRAEL J BARRERA

Digitally signed by ISRAEL J BARRERA
Date: 2025.11.17 13:28:48 -07'00'

Date

B.O.C.C. Regular

5. b.

Meeting Date: 11/25/2025

Title: Sheriff's Office Alarm Monitoring

Submitted By: Carol Redler

TOPIC:

Change in Alarm Monitoring Service for the Sheriff's Office & Evidence Building

BACKGROUND:

The Sheriff's Office requests permission to switch alarm monitoring providers for both the downtown office and the evidence building. Mountain Alarm currently services both locations for a combined cost of \$101.85 per month. The new provider, Tel Net, will service both locations for a combined cost of \$110.00 per month. There will be initial set-up fees of \$1,031.69 for the downtown office and \$955.87 for the evidence building.

RECOMMENDED ACTION:

Consent.

Attachments

Tel Net security agmt.

Tel Net monitoring agmt.

Tel Net call list

TEL NET SYSTEMS INC.
1320 S. 31st Street W.
Billings, Montana 59102
(406) 839-9975

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/19/2025

Subscriber's Name: Yellowstone County Sheriff's Office

Telephone No.: (406) 256-2929

Address: 2323 2nd Ave N, Billings MT 59101

Cell Phone No.: _____

1. TEL NET SYSTEMS INC. (hereinafter referred to as "TEL NET" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the attached **Schedule of Equipment and Services**.

Purchase Price: \$ N/A

Approximate date work to begin N/A

Taxes: \$ N/A

Estimated date work to be substantially completed N/A

Total: \$ N/A

Down Payment: \$ N/A

Balance due upon completion of installation: \$ N/A

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Radio or Cellular ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras
☐ Access Control ☐ Access Control Administration ☐ Video System Administration ☐ Alarm Signal Verification ☐ Self-Monitoring
☐ Cyber Security: Compliant Encryption ☐ Thermal Imaging Device ☐ Smart Water Shut Off Valve ☐ Guard Response
☐ Alarm.com Services (See Attached Alarm.com Rider) ☐ Virtual Remote Gate Guard Monitoring and Access Control Service
☐ Network Administration ☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TEL NET / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TEL NET shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TEL NET is the intellectual property of TEL NET and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TEL NET. TEL NET's signs and decals remain the property of TEL NET and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☒ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TEL NET:

☐ (i) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☒ (ii) The sum of \$ 55 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select i or ii):**

☐ (i) Subscriber agrees to pay TEL NET on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TEL NET for all parts and labor at time of service. Subscriber is not obligated to call TEL NET for per call service and TEL NET is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TEL NET during warranty period relieves TEL NET of any further obligations under the Limited Warranty.

Subscriber to initial for per call service option: _____

☐ (ii) **REPAIR SERVICE PLAN:** Subscriber agrees to pay TEL NET for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) INSPECTION AND TESTING (Select i or ii):

☐ (i) Subscriber agrees to pay TEL NET \$_____ per month for the term of this agreement for inspection and testing service. If this option is selected TEL NET will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to ensure proper working order. If the system is certificated by a Nationally Recognized Testing Laboratory (NRTL), the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.

☐ (ii) Subscriber agrees to pay TEL NET on a per call basis for inspection and testing service. If this agreement provides for inspection and testing service on a per call basis, Subscriber agrees to pay TEL NET for inspection and testing services at time of service. Unless otherwise noted in the Schedule of Equipment and Services, inspection and testing service includes testing of all accessible components to ensure proper working order. If the system is certificated by a NRTL, the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection, unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.

Subscriber to initial for per call inspection and testing service option: _____

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TEL NET the sum of \$_____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TEL NET or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TEL NET or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TEL NET the sum of \$0_____ per month for the term of this agreement. Select remote access / video / audio services to be provided:

- ☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☒ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(l), SUBSCRIBER SHALL PAY \$55_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES.**

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 12 Months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TEL NET shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TEL NET may invoice Subscriber in advance monthly, quarterly, or annually at TEL NET's option. Unless otherwise specified herein, all recurring charges for 4(a)-(l) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event TEL NET agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TEL NET or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TEL NET. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TEL NET or TEL NET's designee Monitoring Center and TEL NET does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TEL NET and are not maintained by TEL NET except TEL NET may own the radio network, and TEL NET shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TEL NET with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TEL NET will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TEL NET's notification obligation. All changes and revisions shall be supplied to TEL NET in writing. Subscriber authorizes TEL NET to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TEL NET to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TEL NET \$130.00 for each such service. TEL NET may, without prior notice, suspend or terminate its services, in TEL NET's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required in paragraph 4. Upon suspension or termination of services TEL NET will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TEL NET unless required by court order or request of law enforcement for exigent circumstances.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TEL NET shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any

means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TEL NET, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TEL NET or Subscriber's Internet or wireless connection device which is compatible with TEL NET's remote services. TEL NET will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TEL NET has no control. The remote services server is provided either by TEL NET or a third party. TEL NET shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TEL NET shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and TEL NET shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TEL NET does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TEL NET will authorize Subscriber access. TEL NET is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TEL NET shall have no liability for such third party unauthorized access. TEL NET is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TEL NET is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND ADMINISTRATION / NETWORK ADMINISTRATION: If Network Administration is selected as a service to be provided and included in the Schedule of Equipment and Services, Subscriber provided internet access shall be connected to a computer supplied by the Subscriber or TEL NET and connected to Subscriber's computer network and TEL NET is authorized to access the network remotely via the Internet or on-site pursuant to the terms of this Agreement, to trouble-shoot, install or update software and make Subscriber requested changes. Hardware repair is not included in this service. If data storage or backup is a selected service TEL NET or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. TEL NET shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

If Access Control Administration is selected as a service to be provided TEL NET will maintain the data base for the operation of the Access Control System. Subscriber will advise TEL NET of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TEL NET regarding personnel access must be in writing via email or fax to addresses designated by TEL NET. TEL NET shall have remote Internet access to the Subscriber's designated computer to program and make data base updates and changes to the system. TEL NET, for Subscriber's convenience, will, if noted in the Schedule of Equipment and Services, retain on-site access by card or FOB which shall be identifiable by the access control reader in order to service or reprogram the access control system when Subscriber is not on premises. Subscriber is responsible for maintaining its computer and computer network and Internet access and notifying TEL NET if service is required.

11. VIRTUAL REMOTE GATE GUARD MONITORING AND ACCESS CONTROL SERVICE: If Virtual Remote Gate Guard Monitoring And Access Control Service is included in the Schedule of Equipment and Services, Virtual Remote Gate Guard Monitoring and Access Control Service consists of electronically monitoring the Subscriber owned entrance and exit gates to the Subscriber's community utilizing monitored cameras, audio and access control devices. Subscriber authorized members of the community will be provided card access or key fob by Subscriber so they can by-pass the identification process and freely access and open the ingress gate. All others entering the property will be required to provide identification and such other information Subscriber establishes for ingress so that the Monitoring Center will electronically open the gate to permit ingress. Monitoring Center shall make every reasonable effort to verify the identity and purpose of entering the property and use its discretion in denying access to anyone not meeting Subscriber's criteria for entry but Subscriber acknowledges that TEL NET shall have no liability for admitting anyone who causes damage, theft or injury or for refusing to admit anyone. Subscriber acknowledges that TEL NET is remote and it's only recourse is to refuse to open the gate, call Subscriber or call Police. Subscriber authorizes Monitoring Center to use its discretion to remotely allow or deny access to Subscriber premises. TEL NET is authorized to leave the gate open due to, but not limited to, inclement weather, unusually high traffic volume, loss of power, video or audio communication or inability to open and close gate remotely. Subscriber agrees to provide TEL NET with an accurate list of authorized members of the community who have card or key fob access and names and address of all others authorized to authorize TEL NET to approve ingress. All egress shall be by automated gate under video surveillance but no Monitoring Center intervention.

Average Que Waiting Time: The parties agree that the Que Waiting Time is, for purposes of this agreement, the period of time that starts when a call from the kiosk reaches the guard center call que and ends when the call connects to a guard. The average Que Waiting Time should under normal conditions be less than 120 seconds.

12. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TEL NET shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TEL NET shall store data received from Subscriber's system for one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. If system has remote access TEL NET is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TEL NET shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TEL NET has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

13. THERMAL IMAGING DEVICES: Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by TEL NET and may not be cleared through the FDA 510(k) process. The

parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, of any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

14. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. TEL NET has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances Subscriber shall be responsible to engage a licensed professional independent of TEL NET to shut off the utility service or equipment. TEL NET has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by TEL NET. Thermostats, lighting and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith or other licensed tradesman to install certain devices to be provided by TEL NET or other trades.

15. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TEL NET or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TEL NET to station its guard at the premises for more than 30 minutes, and TEL NET has sufficient personnel to provide such service, and TEL NET makes no such representation that its personnel will be available, then Subscriber agrees to pay TEL NET \$120.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TEL NET to provide extended guard service by email, text or recorded conversation to TEL NET at the time request is made and TEL NET is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

16. In the event that any part of the security equipment installed by TEL NET becomes defective, TEL NET agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TEL NET reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TEL NET is not the manufacturer of the equipment and other than TEL NET's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, TEL NET MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND TEL NET SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. TEL NET does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TEL NET expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TEL NET. Subscriber acknowledges that any affirmation of fact or promise made by TEL NET shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TEL NET's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TEL NET has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TEL NET's breach of this agreement or negligence to any degree under this agreement is to require TEL NET to repair or replace, at TEL NET's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TEL NET will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

GENERAL PROVISIONS

17. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TEL NET shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TEL NET's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TEL NET, TEL NET shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TEL NET the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TEL NET on less than 24 hour notice to TEL NET. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TEL NET, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TEL NET be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TEL NET for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by TEL NET's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to TEL NET by TEL NET's suppliers and vendors in connection with equipment and services to be provided by TEL NET to Subscriber. TEL NET will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

18. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of

the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TEL NET if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TEL NET shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TEL NET shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TEL NET of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TEL NET fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TEL NET, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TEL NET, evidencing that warranty service or repair service was requested by Subscriber.

19. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent.

20. ALTERATION OF PREMISES FOR INSTALLATION / AGENCY DISCLOSURE: TEL NET is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TEL NET's sole discretion for the installation and service of the security system, and TEL NET shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to TEL NET the name of the principal and to notify TEL NET in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

21. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by TEL NET.

22. LIEN LAW: TEL NET or any subcontractor engaged by TEL NET to perform the work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.

23. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TEL NET, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TEL NET's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TEL NET or TEL NET's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TEL NET, which shall not unreasonably be withheld. TEL NET shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

24. EXCULPATORY CLAUSE: TEL NET is not an insurer and no insurance coverage is offered herein. The equipment and TEL NET's services are designed to detect and reduce certain risks of loss, though TEL NET does not guarantee that no loss or damage will occur. No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. TEL NET is not assuming liability, and, therefore, Subscriber agrees TEL NET, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue TEL NET, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TEL NET's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

25. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TEL NET is named as additional insured, proof of which shall be provided to TEL NET, and which shall on a primary and non-contributing basis cover any loss or damage TEL NET's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or TEL NET's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TEL NET shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TEL NET and its subcontractors for loss or damages caused by perils intended to be detected by TEL NET's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

26. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TEL NET'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TEL NET AS A RESULT OF TEL NET'S BREACH OF CONTRACT, NEGLIGENT PERFORMANCE TO ANY DEGREE OR NEGLIGENT FAILURE TO PERFORM ANY OF TEL NET'S OBLIGATIONS PURSUANT TO THIS AGREEMENT, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY OR NOMINAL, THAT TEL NET'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TEL NET'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TEL NET'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. TEL NET'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION

OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

27. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TEL NET, the payments to be made by the Subscriber for the term of this agreement form an integral part of TEL NET's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TEL NET's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TEL NET, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TEL NET shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event TEL NET retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, TEL NET may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services TEL NET will notify Subscriber of such termination. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

SUBSCRIBER MAY BRING CLAIMS AGAINST TEL NET ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Montana, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against TEL NET with respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

28. TEL NET'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TEL NET is authorized and permitted to subcontract any services to be provided by TEL NET to third parties who may be independent of TEL NET, and that TEL NET shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TEL NET to act as Subscriber's agent with respect to such third parties, except that TEL NET shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TEL NET's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TEL NET.

29. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TEL NET in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TEL NET discovers the presence of suspected asbestos or other hazardous material, TEL NET shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TEL NET for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TEL NET, in its sole discretion, determines that continuing the work poses a risk to TEL NET or its employees or agents, TEL NET may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TEL NET for all services rendered and material provided to date of termination. TEL NET shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TEL NET be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

30. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TEL NET assigned by TEL NET to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TEL NET shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TEL NET, times twelve, together with TEL NET's counsel and expert witness fees.

31. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TEL NET for any fees or fines relating to permits or false alarms. TEL NET shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third-party subpoenas or summons TEL NET requiring any services or appearances, Subscriber agrees to pay TEL NET \$150 per hour for such services and appearances. Subscriber shall reimburse TEL NET for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

32. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TEL NET a security interest in the security equipment installed by TEL NET and TEL NET is authorized to file a financing statement.

33. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TEL NET to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

34. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other

provision in this agreement unenforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TEL NET SYSTEMS INC.:

By:
Signature DocuSigned by: Nate Bergum
 D8B3E178E8534C3...

SUBSCRIBER: _____
Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name Residence Address

TEL NET SYSTEMS INC.
1320 S. 31st Street W.
Billings, Montana 59102
(406) 839-9975

STANDARD COMMERCIAL SECURITY AGREEMENT

Date: 11/19/2025

Subscriber's Name: Yellowstone County Evidence Building

Telephone No.: (406) 256-2929

Address: 3165 King Ave E, Billings MT 59101

Cell Phone No.: _____

1. TEL NET SYSTEMS INC. (hereinafter referred to as "TEL NET" or "ALARM COMPANY") agrees to sell, install, and program, at Subscriber's premises, and Subscriber agrees to buy an electronic security system consisting of the equipment and services described in the **attached Schedule of Equipment and Services**.

Purchase Price: \$ N/A

Approximate date work to begin N/A

Taxes: \$ N/A

Estimated date work to be substantially completed N/A

Total: \$ N/A

Down Payment: \$ N/A Balance due upon completion of installation: \$ N/A

2. DESCRIPTION OF EQUIPMENT AND SERVICES:

Check Services Provided:

- ☒ Monitoring Center Services ☐ Radio or Cellular ☐ Repair Service ☐ Inspection ☐ Remote Subscriber Access ☐ Cameras
☐ Access Control ☐ Access Control Administration ☐ Video System Administration ☐ Alarm Signal Verification ☐ Self-Monitoring
☐ Cyber Security: Compliant Encryption ☐ Thermal Imaging Device ☐ Smart Water Shut Off Valve ☐ Guard Response
☐ Alarm.com Services (See Attached Alarm.com Rider) ☐ Virtual Remote Gate Guard Monitoring and Access Control Service
☐ Network Administration ☐ Other: (See Attached Schedule of Equipment and Services.)

3. **PASSCODE TO CPU SOFTWARE REMAINS PROPERTY OF TEL NET / TITLE TO EQUIPMENT:** Provided Subscriber performs this agreement for the full term, upon termination TEL NET shall at its option provide to Subscriber the passcode to the CPU software or change the passcode to the manufacturer's default code. Software programmed by TEL NET is the intellectual property of TEL NET and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright Laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties. Upon installation the Equipment shall be deemed Subscriber's personal property and shall not be considered a fixture, or an addition to, alteration, conversion, improvement, modernization, remodeling, repair or replacement of any part of the realty, and Subscriber shall not permit the attachment thereto of any apparatus not furnished by TEL NET. TEL NET's signs and decals remain the property of TEL NET and must be removed upon termination of this agreement.

4. CHECK BOX FOR APPROPRIATE SERVICES: Only services selected are included:

SERVICES AND RECURRING CHARGES: All charges are billed in advance and are plus tax, if applicable [select one option]:

Billing shall be: ☒ Monthly ☐ Quarter Annually ☐ Semi-Annually ☐ Annually

(a) **MONITORING CENTER CHARGES:** Subscriber agrees to pay TEL NET:

☐ (I) The sum of \$ _____, payable in advance for the installation and programming of the communication software and communication devices if separate from the alarm panel if not already installed.

☐ (II) The sum of \$ 55 per month for the monitoring of the Security System for the term of this agreement.

(b) **SERVICE (Select I or II):**

☐ (I) Subscriber agrees to pay TEL NET on a per call basis. If this agreement provides for service on a per call basis, Subscriber agrees to pay TEL NET for all parts and labor at time of service. Subscriber is not obligated to call TEL NET for per call service and TEL NET is under no duty to provide service except its warranty service during warranty period. Service by anyone other than TEL NET during warranty period relieves TEL NET of any further obligations under the Limited Warranty.

Subscriber to initial for per call service option: _____

☐ (II) **REPAIR SERVICE PLAN:** Subscriber agrees to pay TEL NET for a Repair Service Plan for the security equipment the sum of \$ _____ per month for the term of this agreement.

(c) INSPECTION AND TESTING (Select i or ii):

☐ (i) Subscriber agrees to pay TEL NET \$_____ per month for the term of this agreement for inspection and testing service. If this option is selected TEL NET will make _____ inspection(s) per year. Unless otherwise noted in the Schedule of Equipment and Services inspection service includes testing of all accessible components to ensure proper working order. If the system is certificated by a Nationally Recognized Testing Laboratory (NRTL), the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.

☐ (ii) Subscriber agrees to pay TEL NET on a per call basis for inspection and testing service. If this agreement provides for inspection and testing service on a per call basis, Subscriber agrees to pay TEL NET for inspection and testing services at time of service. Unless otherwise noted in the Schedule of Equipment and Services, inspection and testing service includes testing of all accessible components to ensure proper working order. If the system is certificated by a NRTL, the inspection will comply with the certification requirements. TEL NET will notify Subscriber 3 days in advance of inspection date. It is Subscriber's responsibility to reschedule or permit access. Testing at inspection, tests only that components are in proper working order at time of inspection, unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or batteries. If sprinkler alarm or other device monitoring water flow is inspected the inspection does not include inspection or testing of sufficiency of water supply, for which TEL NET has no responsibility or liability.
Subscriber to initial for per call inspection and testing service option: _____

☐ (d) **ALARM SIGNAL VERIFICATION:** Subscriber agrees to pay TEL NET the sum of \$_____ per month for the term of this agreement. If Subscriber selects Alarm Signal Verification as a service to be provided, or if Alarm Signal Verification is required by law, TEL NET or its designated Monitoring Center shall verify the alarm signal by electronic telephone communication, video verification or such other verification system deemed appropriate by TEL NET or as required by local law and only verified alarm conditions shall be communicated to police or fire department.

☐ (e) **REMOTE SUBSCRIBER ACCESS / VIDEO STREAMING DATA [VSD] / CAMERAS / AUDIO / SELF-MONITORING:** Subscriber agrees to pay TEL NET the sum of \$0_____ per month for the term of this agreement. Select remote access / video / audio services to be provided:
☐ Access Control ☐ Recording Device ☐ Monitoring Center Remote Video / Audio Monitoring for Live Streaming
☐ Video Clips Monitored Upon Alarm Activation Only ☐ Verification Recorded Video Clips ☐ Cloud Service Data Storage and Retrieval
☐ Remote Access By Subscriber ☐ Video Data to Subscriber's Smart Phone ☐ Self-Monitoring ☐ Audio ☐ Other (describe): _____

☒ **IN LIEU OF SEPARATE RECURRING CHARGES IN PARAGRAPHS 4(a)-(l), SUBSCRIBER SHALL PAY \$55_____ PER MONTH WHICH INCLUDES ALL THE CHECKED SERVICES.**

5. TERM OF AGREEMENT / RENEWAL: The term of this agreement shall be for a period of 12 Months and shall automatically renew month to month thereafter under the same terms and conditions, unless either party gives written notice to the other of their intention not to renew the agreement at least 30 days prior to the expiration of any term. After the expiration of one year from the date hereof TEL NET shall be permitted from time to time to increase all charges by an amount not to exceed nine percent each year and Subscriber agrees to pay such increase. TEL NET may invoice Subscriber in advance monthly, quarterly, or annually at TEL NET's option. Unless otherwise specified herein, all recurring charges for 4(a)-(l) services shall commence on the first day of the month next succeeding the date hereof, all payments being due on the first day of the month. In the event TEL NET agrees to suspend its services and Subscriber's payments during the suspension period, the term of this agreement shall be deemed extended by the time of the suspension period.

6. MONITORING CENTER SERVICES: Upon receipt of an alarm signal, video or audio transmission, from Subscriber's security system, TEL NET or its designee Monitoring Center shall make every reasonable effort to notify Subscriber and the appropriate municipal police or fire department [First Responders] depending upon the type of signal received. Not all signals or transmissions will require notification to the authorities and Subscriber may obtain a written response policy from TEL NET. No response shall be required for supervisory, loss of communication pathway, trouble or low battery signals. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to municipal police or fire departments are not monitored by personnel of TEL NET or TEL NET's designee Monitoring Center and TEL NET does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals and transmissions are transmitted over telephone lines, wire, air waves, internet, VOIP, radio or cellular, or other modes of communication, and pass through communication networks wholly beyond the control of TEL NET and are not maintained by TEL NET except TEL NET may own the radio network, and TEL NET shall not be responsible for any failure which prevents transmission signals from reaching the Monitoring Center or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the alarm communication equipment. Subscriber agrees to furnish TEL NET with a written Call List of names and telephone numbers of those persons Subscriber wishes to receive notification of alarm signals. Unless otherwise provided in the Call List, TEL NET will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with TEL NET's notification obligation. All changes and revisions shall be supplied to TEL NET in writing. Subscriber authorizes TEL NET to access the control panel to input or delete data and programming. If the equipment contains video or listening devices permitting Monitoring Center to monitor video or sound then upon receipt of an alarm signal, Monitoring Center shall monitor video or sound for so long as Monitoring Center, in its sole discretion, deems appropriate to confirm an alarm or emergency condition. If Subscriber requests TEL NET to remotely activate or deactivate the system, change combinations, openings or closings, or re-program system functions, Subscriber shall pay TEL NET \$130.00 for each such service. TEL NET may, without prior notice, suspend or terminate its services, in TEL NET's sole discretion, in the event of civil unrest, rioting or natural disaster which renders monitoring or first responder response impractical, or in event of Subscriber's default in performance of this agreement or in event Monitoring Center facility or communication network is nonoperational or Subscriber's alarm system is sending excessive false alarms or runaway signals, without relieving Subscriber's obligation to make payments required in paragraph 4. Upon suspension or termination of services TEL NET will notify Subscriber of such termination and the balance owed by Subscriber for the term of this agreement. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone. Monitoring Center is authorized to record and maintain audio and video transmissions, data and communications, and shall be the exclusive owner of such property. All Subscriber information and data shall be maintained confidentially by TEL NET unless required by court order or request of law enforcement for exigent circumstances.

7. REPAIR SERVICE: Repair service pursuant to paragraph 4(b)(ii), includes all parts and labor, and TEL NET shall service upon Subscriber's request the security system installed in Subscriber's premises between the hours of 9 a.m. and 5 p.m. Monday through Friday, within reasonable time after receiving notice from Subscriber that service is required, exclusive of Saturdays, Sundays and legal holidays. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, water, insects, vermin, lightning or electrical surge, or caused by any

means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent. If Subscriber has provided keys to the premises to facilitate repairs when Subscriber is absent from the premises, only repairs covered by the Repair Service Plan or authorized in writing will be performed.

8. SUBSCRIBER REMOTE ACCESS: If Remote Access is included in the Schedule of Equipment and Services to be installed and services provided by TEL NET, the equipment will transmit data via Subscriber's high speed Internet, cellular or radio communication service from remote device supplied by TEL NET or Subscriber's Internet or wireless connection device which is compatible with TEL NET's remote services. TEL NET will grant access to server permitting Subscriber to monitor the security system, access the system to arm, disarm and bypass zones on the system, view the remote video camera(s) and control other remote automation devices that may be installed or, when system design permits, connect the system to the Internet, over which TEL NET has no control. The remote services server is provided either by TEL NET or a third party. TEL NET shall install the camera(s) in a permissible legal location in Subscriber's premises to permit Subscriber viewing. TEL NET shall have no responsibility for failure of data transmission, corruption or unauthorized access by hacking or otherwise and shall not monitor or view the camera data. Electronic data may not be encrypted and wireless components of the alarm system may not meet Advanced Encryption Standard specifications for encryption of electronic data established by the US National Institute of Standards and Technology [NIST] or any other established criteria for encryption and TEL NET shall have no liability for access to the alarm system by others.

9. WIRELESS AND INTERNET ACCESS CAPABILITIES: Subscriber is responsible for supplying high-speed Internet access and/or wireless services at Subscriber's premises. TEL NET does not provide Internet service, maintain Internet connection, wireless access or communication pathways, computer, smart phone, electric current connection or supply, or in all cases the remote video server. In consideration of Subscriber making its monthly payments for remote access to the system, TEL NET will authorize Subscriber access. TEL NET is not responsible for Subscriber's access to the Internet or any interruption of service or down time of remote access caused by loss of Internet service, radio or cellular or any other mode of communication used by Subscriber to access the system. Subscriber acknowledges that Subscriber's security system can be compromised if the codes or devices used for access are lost or accessed by others and TEL NET shall have no liability for such third party unauthorized access. TEL NET is not responsible for the security or privacy of any wireless network system or router. Wireless systems can be accessed by others, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock out codes. TEL NET is not responsible for access to wireless networks or devices that may not be supported by communication carriers and upgrades to Subscriber's system will be at Subscriber's expense. If Subscriber is Self-Monitoring, no signals will be received unless Subscriber has access to the selected mode of communication pathway such as cellular, radio or Internet service.

10. ACCESS CONTROL SYSTEM OPERATION AND ADMINISTRATION / NETWORK ADMINISTRATION: If Network Administration is selected as a service to be provided and included in the Schedule of Equipment and Services, Subscriber provided internet access shall be connected to a computer supplied by the Subscriber or TEL NET and connected to Subscriber's computer network and TEL NET is authorized to access the network remotely via the Internet or on-site pursuant to the terms of this Agreement, to trouble-shoot, install or update software and make Subscriber requested changes. Hardware repair is not included in this service. If data storage or backup is a selected service TEL NET or its designee shall store and/or backup data received from Subscriber's system for a period of one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. TEL NET shall have no liability for unauthorized access to the system through the Internet or other communication networks or data corruption or loss for any reason whatsoever.

If Access Control Administration is selected as a service to be provided TEL NET will maintain the data base for the operation of the Access Control System. Subscriber will advise TEL NET of all change in personnel and/or changes in access levels of authorization and restrictions, providing access card serial numbers or biometric data and such information that Subscriber deems necessary to identify personnel. All communication by Subscriber to TEL NET regarding personnel access must be in writing via email or fax to addresses designated by TEL NET. TEL NET shall have remote Internet access to the Subscriber's designated computer to program and make data base updates and changes to the system. TEL NET, for Subscriber's convenience, will, if noted in the Schedule of Equipment and Services, retain on-site access by card or FOB which shall be identifiable by the access control reader in order to service or reprogram the access control system when Subscriber is not on premises. Subscriber is responsible for maintaining its computer and computer network and Internet access and notifying TEL NET if service is required.

11. VIRTUAL REMOTE GATE GUARD MONITORING AND ACCESS CONTROL SERVICE: If Virtual Remote Gate Guard Monitoring And Access Control Service is included in the Schedule of Equipment and Services, Virtual Remote Gate Guard Monitoring and Access Control Service consists of electronically monitoring the Subscriber owned entrance and exit gates to the Subscriber's community utilizing monitored cameras, audio and access control devices. Subscriber authorized members of the community will be provided card access or key fob by Subscriber so they can by-pass the identification process and freely access and open the ingress gate. All others entering the property will be required to provide identification and such other information Subscriber establishes for ingress so that the Monitoring Center will electronically open the gate to permit ingress. Monitoring Center shall make every reasonable effort to verify the identity and purpose of entering the property and use its discretion in denying access to anyone not meeting Subscriber's criteria for entry but Subscriber acknowledges that TEL NET shall have no liability for admitting anyone who causes damage, theft or injury or for refusing to admit anyone. Subscriber acknowledges that TEL NET is remote and it's only recourse is to refuse to open the gate, call Subscriber or call Police. Subscriber authorizes Monitoring Center to use its discretion to remotely allow or deny access to Subscriber premises. TEL NET is authorized to leave the gate open due to, but not limited to, inclement weather, unusually high traffic volume, loss of power, video or audio communication or inability to open and close gate remotely. Subscriber agrees to provide TEL NET with an accurate list of authorized members of the community who have card or key fob access and names and address of all others authorized to authorize TEL NET to approve ingress. All egress shall be by automated gate under video surveillance but no Monitoring Center intervention.

Average Que Waiting Time: The parties agree that the Que Waiting Time is, for purposes of this agreement, the period of time that starts when a call from the kiosk reaches the guard center call que and ends when the call connects to a guard. The average Que Waiting Time should under normal conditions be less than 120 seconds.

12. AUDIO / VIDEO SYSTEM OPERATION AND LIMITATIONS: If Audio / Video System is selected as a service to be provided and included in the Schedule of Equipment and Services, and if video equipment is attached to a recorder, it shall not be used for any other purpose. TEL NET shall be permitted to access and make changes to the system's operation on site and over the internet. If data storage is selected service, TEL NET shall store data received from Subscriber's system for one year. TEL NET shall have no liability for data corruption or inability to retrieve data even if caused by TEL NET's negligence. Subscriber's data shall be maintained confidential and shall be retrieved and released only to Subscriber or upon Subscriber's authorization or by legal process. Telephone or internet access is not provided by TEL NET and TEL NET has no responsibility for such access or IP address service. If system has remote access TEL NET is not responsible for the security or privacy of any wireless network system or router, and it is the Subscriber's responsibility to secure access to the system with pass codes and lock outs. TEL NET shall have no liability for unauthorized access to the system through the internet or other communication networks or data corruption or loss for any reason whatsoever. If audio or video devices are installed, Subscriber has been advised to independently ascertain that the audio or video devices are used lawfully. TEL NET has made no representations and has provided no advice regarding the use of audio or video devices, and it is Subscriber's sole responsibility to use the camera and audio devices lawfully.

13. THERMAL IMAGING DEVICES: Thermal imaging technology is intended for initial body temperature assessment for triage use; the device is intended to be used for adjunctive diagnostic screening only, and elevated body temperature must be confirmed with another evaluation method. Subscriber requests installation of this equipment and understands the equipment is not manufactured by TEL NET and may not be cleared through the FDA 510(k) process. The

parties agree that this equipment is not intended as a medical grade device for the diagnosis, treatment, cure or prevention of disease or medical condition, or any illness, and does not create an undue risk in light of the public health emergency. Any measurement produced by the device should not be solely or primarily relied upon to diagnose or exclude a diagnosis of COVID-19, or any other disease.

14. WATER VALVE SHUT OFF / THERMOSTAT / LIGHTING / LOCKS: If Water Valve Shut Off is included as a component of the system, the installation of the shut off device must be installed by Subscriber or a licensed plumber. TEL NET has no responsibility for the installation of water shut off valves and shall have no liability for the operation or efficacy of the device. In the event installation of any equipment requires the shut off of any utility service or equipment, including but not limited to gas, electric, boiler, range, oven, gas fireplaces, gas supplied kitchen or household appliances Subscriber shall be responsible to engage a licensed professional independent of TEL NET to shut off the utility service or equipment. TEL NET has no responsibility or liability for shutting down utility service or equipment. Subscriber agrees to have such service performed within 48 hours upon request by TEL NET. Thermostats, lighting and other electronic devices may require a licensed electrician. Locks may require a licensed locksmith. Unless specifically included in the Schedule of Equipment and Services it is Subscriber's responsibility to engage a licensed electrician, locksmith or other licensed tradesman to install certain devices to be provided by TEL NET or other trades.

15. GUARD RESPONSE: If guard response is specified as a service to be provided, upon receipt of an alarm signal, TEL NET or its subcontractor shall as soon as may be practical send one or more of its guards to the Subscriber's premises. Unless the guard determines that the alarm is a false alarm and that no situation requiring police or fire department services exist, the guard shall notify the Monitoring Center or police or fire department directly that an emergency situation exists and wait up to 15 minutes for the municipal police or fire department personnel or Subscriber to arrive at the premises and if permitted by the police shall assist in making a search of the premises to determine the cause of the alarm condition. If provided with keys to the premises the guard shall endeavor to secure the premises and repair the security equipment. However, Subscriber acknowledges that the guard is not required to enter the premises or to render any service to the security equipment and shall not be required to remain stationed at Subscriber's premises for more than 15 minutes after initial arrival. Subscriber authorizes the guard to take such action the guard deems necessary to secure the premises and reset the alarm, though Subscriber acknowledges that the guard may not be able to or may not have sufficient time to secure the premises or reset the alarm and put same in working order. If Subscriber requests TEL NET to station its guard at the premises for more than 30 minutes, and TEL NET has sufficient personnel to provide such service, and TEL NET makes no such representation that its personnel will be available, then Subscriber agrees to pay TEL NET \$120.00 per half hour plus tax for such service. Subscriber agrees to confirm the request to TEL NET to provide extended guard service by email, text or recorded conversation to TEL NET at the time request is made and TEL NET is authorized to ignore any request not confirmed within 15 minutes.

LIMITED WARRANTY ON SALE

16. In the event that any part of the security equipment installed by TEL NET becomes defective, TEL NET agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. TEL NET reserves the option to either replace or repair the alarm equipment, and reserves the right to substitute materials of equal quality at time of replacement or to use reconditioned parts in fulfillment of this warranty. This warranty does not include batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components, and components exceeding manufacturer's useful life. TEL NET is not the manufacturer of the equipment and other than TEL NET's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. **EXCEPT AS SET FORTH IN THIS AGREEMENT, TEL NET MAKES NO EXPRESS WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION TO, UNLESS PROHIBITED BY LAW, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE AND TEL NET SHALL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES TO THE EXTENT PERMITTED BY LAW.** No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent a disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or any illness. TEL NET does not represent nor warrant that the security system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, or otherwise; or that the system will in all cases provide the protection for which it is installed. **TEL NET expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose to the extent permitted by law. There are no warranties which extend beyond the description on the face hereof.** The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than TEL NET. Subscriber acknowledges that any affirmation of fact or promise made by TEL NET shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on TEL NET's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that TEL NET has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for TEL NET's breach of this agreement or negligence to any degree under this agreement is to require TEL NET to repair or replace, at TEL NET's option, any equipment which is non-operational. This Limited Warranty is independent of and in addition to service contracted under paragraph 4(b)(ii) of this agreement. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. If required by law, TEL NET will procure all permits required by local law and will provide a Certificate of Workman's Compensation prior to starting work. Obligations of the provider under this service contract are backed by the full faith and credit of the provider.

GENERAL PROVISIONS

17. DELAY IN DELIVERY / INSTALLATION / RISK OF LOSS OF MATERIAL: TEL NET shall not be liable for any damage or loss sustained by Subscriber as a result of delay in delivery and/or installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including TEL NET's negligence or failure to perform any obligation. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. In the event the work is delayed through no fault of TEL NET, TEL NET shall have such additional time for performance as may be reasonably necessary under the circumstances. Subscriber agrees to pay TEL NET the sum of \$1,000 per day for each business day the work is re-scheduled or delayed by Subscriber or others engaged by Subscriber through no fault of TEL NET on less than 24 hour notice to TEL NET. If installation is delayed for more than one year from date hereof by Subscriber or other contractors engaged by Subscriber and through no fault of TEL NET, Subscriber agrees to pay an additional 5% of the contract Purchase Price upon installation. Subscriber assumes all risk of loss of material once delivered to the job site. Should TEL NET be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay TEL NET for such service or material. The pricing to be paid by Subscriber in this agreement is based on current pricing by TEL NET's suppliers and vendors. In view of supply shortage and inflation Subscriber agrees to pay any increase for equipment or services to TEL NET by TEL NET's suppliers and vendors in connection with equipment and services to be provided by TEL NET to Subscriber. TEL NET will notify Subscriber of any such increase, and Subscriber shall have the option of paying the increase or selecting alternative equipment and services, if available, for the prices set forth in this agreement.

18. TESTING OF SECURITY SYSTEM: The parties hereto agree that the security equipment, once installed, is in the exclusive possession and control of

the Subscriber, and it is Subscriber's sole responsibility to test the operation of the security equipment and to notify TEL NET if any equipment is in need of repair. Service, if provided, is pursuant to paragraphs 4 and 7. TEL NET shall not be required to service the security equipment unless it has received notice from Subscriber, and upon such notice, TEL NET shall, during the warranty or repair service plan period, service the security equipment to the best of its ability within 36 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 9 a.m. and 5 p.m. Subscriber agrees to test and inspect the security equipment and to advise TEL NET of any defect, error or omission in the security equipment. In the event Subscriber complies with the terms of this agreement and TEL NET fails to repair the security equipment within 36 hours after notice is given, excluding Saturdays, Sundays, and legal holidays, Subscriber agrees to send notice that the security equipment is in need of repair to TEL NET, in writing, by certified or registered mail, return receipt requested, and Subscriber shall not be responsible for payments due while the security equipment remains inoperable. In any lawsuit between the parties in which the condition or operation of the security equipment is in issue, the Subscriber shall be precluded from raising the issue that the security equipment was not operating unless the Subscriber can produce a post office certified or registered receipt signed by TEL NET, evidencing that warranty service or repair service was requested by Subscriber.

19. CARE AND SERVICE OF SECURITY SYSTEM: Subscriber agrees not to tamper with, remove or otherwise interfere with the Security System which shall remain in the same location as installed. All repairs, replacement or alteration of the security system made by reason of alteration to Subscriber's premises, or caused by unauthorized intrusion, lightning or electrical surge, or caused by any means other than normal usage, wear and tear, shall be made at the cost of the Subscriber. Batteries, electrical surges, lightning damage, software upgrades and repairs, communication devices that are no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life, are not included in warranty or service under paragraph 4(b) (ii) and will be repaired or replaced at Subscriber's expense payable at time of service. No apparatus or device shall be attached to or connected with the security system as originally installed without TEL NET's written consent.

20. ALTERATION OF PREMISES FOR INSTALLATION / AGENCY DISCLOSURE: TEL NET is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in TEL NET's sole discretion for the installation and service of the security system, and TEL NET shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the security system, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the security system under the terms of this agreement. If a party executing this agreement is acting as an agent for a principal, it is agent's responsibility to disclose to TEL NET the name of the principal and to notify TEL NET in advance in the event agent's principal changes during the initial or renewal terms of this agreement.

21. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE: Subscriber agrees to furnish, at Subscriber's expense, all AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, Internet connection, high-speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, and maintain areas in the premises where active electronics, such as panel, expansion devices and power supplies, between 32 to 122 degrees Fahrenheit, as deemed necessary by TEL NET.

22. LIEN LAW: TEL NET or any subcontractor engaged by TEL NET to perform the work or furnish material who is not paid may have a claim against Subscriber or the owner of the premises if other than the Subscriber which may be enforced against the property in accordance with the applicable lien laws.

23. INDEMNITY / WAIVER OF SUBROGATION RIGHTS / ASSIGNMENTS: Subscriber agrees to and shall defend, advance expenses for litigation and arbitration, including investigation, legal and expert witness fees, indemnify and hold harmless TEL NET, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third-parties or Subscriber, including reasonable attorneys' fees and losses, asserted against and alleged to be caused by TEL NET's performance, negligent performance or failure to perform any obligation under or in furtherance of this agreement or failure to detect, mitigate or respond to any communicable disease, infectious agent, bacteria or virus. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber on its behalf and any insurance carrier waives any right of subrogation Subscriber's insurance carrier may otherwise have against TEL NET or TEL NET's subcontractors arising out of this agreement or the relation of the parties hereto. Subscriber shall not be permitted to assign this agreement without written consent of TEL NET, which shall not unreasonably be withheld. TEL NET shall have the right to assign this agreement to a company licensed to perform the services and shall be relieved of any obligations created herein upon such assignment.

24. EXCULPATORY CLAUSE: TEL NET is not an insurer and no insurance coverage is offered herein. The equipment and TEL NET's services are designed to detect and reduce certain risks of loss, though TEL NET does not guarantee that no loss or damage will occur. No equipment provided by TEL NET is represented to be medical grade, FDA approved, or intended for use by a healthcare professional or healthcare facility or to diagnose, treat, cure or prevent disease or medical condition unless explicitly stated in the Schedule of Equipment and Services and no equipment or services are intended to diagnose, treat, cure, prevent, mitigate or minimize the likelihood of communicable disease, infectious agent, bacteria, virus or illness. TEL NET is not assuming liability, and, therefore, Subscriber agrees TEL NET, shall not be liable to Subscriber or any other third party, and Subscriber covenants not to sue TEL NET, for any loss, economic or non-economic, business loss or interruption, consequential damages to the extent permitted by law, in contract or tort, data corruption or inability to retrieve data, personal injury, health condition or property damage sustained by Subscriber or others as a result of equipment failure, human error, burglary, theft, hold-up, fire, smoke, water, any communicable disease, infectious agent, bacteria, virus, illness or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by TEL NET's breach of contract, negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, except for gross negligence and willful misconduct.

25. INSURANCE / ALLOCATION OF RISK: Subscriber shall maintain a policy of Comprehensive General Liability and Property Insurance for liability, casualty, fire, theft, and property damage under which Subscriber is named as insured and TEL NET is named as additional insured, proof of which shall be provided to TEL NET, and which shall on a primary and non-contributing basis cover any loss or damage TEL NET's services are intended to detect in an amount deemed sufficient by Subscriber. The parties intend that the Subscriber assume all potential risk and damage that may arise by reason of failure of the equipment, or TEL NET's services and that Subscriber will look to its own insurance carrier for any loss or assume the risk of loss. TEL NET shall not be responsible for any portion of any loss or damage which is recovered or recoverable by Subscriber from insurance covering such loss or damage or for such loss or damage against which Subscriber is indemnified or insured. Subscriber and all those claiming rights under Subscriber waive all rights against TEL NET and its subcontractors for loss or damages caused by perils intended to be detected by TEL NET's services or covered by insurance to be obtained by Subscriber, except such rights as Subscriber or others may have to the proceeds of insurance.

26. LIMITATION OF LIABILITY: SUBSCRIBER AGREES THAT, EXCEPT FOR TEL NET'S GROSS NEGLIGENCE AND WILLFUL MISCONDUCT, SHOULD THERE ARISE ANY LIABILITY ON THE PART OF TEL NET AS A RESULT OF TEL NET'S BREACH OF CONTRACT, NEGLIGENCE, EQUIPMENT FAILURE, HUMAN ERROR, STRICT PRODUCTS LIABILITY, OR ANY OTHER LEGAL DUTY, IN CONTRACT, TORT, EQUITY OR LAW, ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, ACTUAL, COMPENSATORY OR NOMINAL, THAT TEL NET'S LIABILITY AND DAMAGES, WHETHER ACTUAL, COMPENSATORY, NOMINAL, CONSEQUENTIAL (TO THE EXTENT PERMITTED BY LAW), PUNITIVE, EXEMPLARY, STATUTORY, OR ANY OTHER DAMAGE SHALL BE LIMITED TO THE SUM OF \$250.00 OR 6 TIMES THE MONTHLY PAYMENT FOR SERVICES BEING PROVIDED AT TIME OF LOSS, WHICHEVER IS GREATER. IF SUBSCRIBER WISHES TO INCREASE TEL NET'S AMOUNT OF LIMITATION OF LIABILITY AND DAMAGES, SUBSCRIBER MAY, AS A MATTER OF RIGHT, AT ANY TIME, BY ENTERING INTO A SUPPLEMENTAL AGREEMENT, OBTAIN A HIGHER LIMIT BY PAYING AN ANNUAL PAYMENT CONSONANT WITH TEL NET'S INCREASED LIABILITY AND DAMAGES. THIS SHALL NOT BE CONSTRUED AS INSURANCE COVERAGE. TEL NET'S LIABILITY AND DAMAGES FOR GROSS NEGLIGENCE AND WILLFUL MISCONDUCT SHALL NOT EXCEED ITS AVAILABLE INSURANCE COVERAGE.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS EXCULPATORY CLAUSE, INDEMNITY, INSURANCE, AND ALLOCATION

OF RISK AND LIMITATION OF LIABILITY PROVISIONS.

27. LEGAL ACTION / BREACH / LIQUIDATED DAMAGES / AGREEMENT TO BINDING ARBITRATION: The parties agree that due to the nature of the services to be provided by TEL NET, the payments to be made by the Subscriber for the term of this agreement form an integral part of TEL NET's anticipated profits; that in the event of Subscriber's default it would be difficult if not impossible to fix TEL NET's actual damages. Therefore, in the event Subscriber defaults in any payment or charges to be paid to TEL NET, Subscriber shall be immediately liable for any unpaid installation and invoiced charges plus 80% of the balance of all payments for the entire term of this agreement as LIQUIDATED DAMAGES and TEL NET shall be permitted to terminate all its services, including but not limited to terminating monitoring service, under this agreement and to remotely re-program or delete any programming without relieving Subscriber of any obligation herein. Additionally, in the event TEL NET retained ownership of the Communication System and Subscriber breaches this agreement or this agreement expires for any reason, TEL NET may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the Agreed Value of the Communication System. Upon suspension or termination of services TEL NET will notify Subscriber of such termination. TEL NET is authorized to notify Subscriber by email, First Class Mail delivered by the US Postal Service or text message to Subscriber's cell phone.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS A LIQUIDATED DAMAGE CLAUSE.

SUBSCRIBER MAY BRING CLAIMS AGAINST TEL NET ONLY IN SUBSCRIBER'S INDIVIDUAL CAPACITY, AND NOT AS A CLASS ACTION PLAINTIFF OR CLASS ACTION MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. ANY DISPUTE BETWEEN THE PARTIES OR ARISING OUT OF THIS AGREEMENT, INCLUDING ISSUES OF ARBITRABILITY, SHALL, AT THE OPTION OF ANY PARTY, BE DETERMINED BY BINDING AND FINAL ARBITRATION BEFORE A SINGLE ARBITRATOR ADMINISTERED BY ARBITRATION SERVICES INC., ITS SUCCESSORS OR ASSIGNS, PURSUANT TO ITS ARBITRATION RULES AT WWW.ARBITRATIONSERVICESINC.COM AND THE FEDERAL ARBITRATION ACT (FAA), EXCEPT THAT NO PUNITIVE OR CONSEQUENTIAL DAMAGES (TO THE EXTENT PERMITTED BY LAW) MAY BE AWARDED. The arbitrator shall be bound by the terms of this agreement, and shall on request of a party, conduct proceedings by telephone, video or submission of papers. A party requesting in-person discovery, in-person hearing or a transcript of the discovery proceeding or hearing, shall pay for the cost of such transcript and arbitrator fees charged in connection with the discovery request and in-person hearing, which may be allocated among the parties by the arbitrator in the final award. By arbitrating, the parties waive their right to a trial before a judge or jury, waive their right to appeal the arbitration award and waive their right to participate in a class action. In the event of any litigation between the parties they waive the right to a jury trial unless prohibited by law. Service of process or papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address designated in this agreement, on file with an agency of the state, or any other address provided by the party in writing to the party making service. The parties submit to the jurisdiction and laws of Montana, except for arbitration which is governed by the FAA and the arbitration rules. The parties are engaged in interstate commerce and the FAA and arbitration rules shall govern, notwithstanding any state law to the contrary. The prevailing party in any litigation or arbitration is entitled to recover its legal fees, costs and disbursements so that the party is made whole from the other party. In the event a party commences a proceeding to confirm an arbitration award, the prevailing party shall be entitled to attorney fees, costs and disbursements for such proceeding. All actions, arbitration or proceedings by either party must be based on the provisions of this agreement and any other action that Subscriber may have or bring against TEL NET with respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

SUBSCRIBER ACKNOWLEDGES THAT THIS AGREEMENT CONTAINS AN AGREEMENT TO ARBITRATE DISPUTES AND THAT ARBITRATION IS BINDING AND FINAL AND THAT SUBSCRIBER IS WAIVING SUBSCRIBER'S RIGHT TO TRIAL IN A COURT OF LAW AND OTHER RIGHTS.

28. TEL NET'S RIGHT TO SUBCONTRACT SPECIAL SERVICES: Subscriber agrees that TEL NET is authorized and permitted to subcontract any services to be provided by TEL NET to third parties who may be independent of TEL NET, and that TEL NET shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties. Subscriber appoints TEL NET to act as Subscriber's agent with respect to such third parties, except that TEL NET shall not obligate Subscriber to make any payments to such third parties. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to TEL NET's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors and Monitoring Center of TEL NET.

29. MOLD, OBSTACLES AND HAZARDOUS CONDITIONS: Subscriber shall notify TEL NET in writing of any undisclosed, concealed or hidden conditions in any area where installation is planned, and Subscriber shall be responsible for removal of such conditions. In the event TEL NET discovers the presence of suspected asbestos or other hazardous material, TEL NET shall stop all work immediately and notify Subscriber. It shall be Subscriber's sole obligation to remove such conditions from the premises, and if the work is delayed due to the discovery of suspected asbestos or other hazardous material or conditions then an extension of time to perform the work shall be allowed and Subscriber agrees to compensate TEL NET for any additional expenses caused by the delay but not less than \$1000.00 per day until work can resume. If TEL NET, in its sole discretion, determines that continuing the work poses a risk to TEL NET or its employees or agents, TEL NET may elect to terminate this agreement on 3 day notice to Subscriber and Subscriber shall compensate TEL NET for all services rendered and material provided to date of termination. TEL NET shall be entitled to remove all its equipment and uninstalled equipment and material from the job site. Under no circumstances shall TEL NET be liable to Subscriber for any damage caused by mold or hazardous conditions or remediation thereof.

30. NON-SOLICITATION: Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of TEL NET assigned by TEL NET to perform and who performs any service for or on behalf of Subscriber during the term of this agreement, any renewals thereof and for a period of 2 years thereafter. In the event of Subscriber's violation of this provision, in addition to injunctive relief, TEL NET shall recover from Subscriber an amount equal to such employee's salary based on the average three months preceding employee's termination of employment with TEL NET, times twelve, together with TEL NET's counsel and expert witness fees.

31. FALSE ALARMS / PERMIT FEES / WITNESS FEES: Subscriber is responsible for all alarm permits and fees, agrees to file for and maintain any permits required by applicable law and indemnify or reimburse TEL NET for any fees or fines relating to permits or false alarms. TEL NET shall have no liability for permit fees, false alarms, false alarm fines, the manner in which police or fire department responds, or the refusal of the police or fire department to respond. In the event of termination of police or fire department response this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. In the event Subscriber or any third-party subpoenas or summons TEL NET requiring any services or appearances, Subscriber agrees to pay TEL NET \$150 per hour for such services and appearances. Subscriber shall reimburse TEL NET for any Monitoring Center charges for excessive, run-a-way or false alarm signals.

32. SECURITY INTEREST / COLLATERAL: To secure Subscriber's obligations under this agreement Subscriber grants TEL NET a security interest in the security equipment installed by TEL NET and TEL NET is authorized to file a financing statement.

33. CREDIT INVESTIGATION: Subscriber and any guarantor authorize TEL NET to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

34. FULL AGREEMENT / SEVERABILITY: This agreement along with the Schedule of Equipment and Services constitute the full understanding of the parties and may not be amended, modified or canceled, except in writing signed by both parties. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement or other assurance, except those set forth in this Agreement. Subscriber hereby waives all rights and remedies, at law or in equity, arising, or which may arise, as the result of Subscriber's reliance on such representation, assertion, guarantee, warranty, collateral agreement or other assurance. To the extent this agreement is inconsistent with any other document or agreement, whether executed prior to, concurrently with or subsequent to this agreement the terms of this agreement shall govern. Should any provision of this agreement be deemed unenforceable, the provision shall be deemed modified and enforceable to the extent deemed enforceable and in any event shall not render any other

provision in this agreement unenforceable.

**SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY
OF THIS AGREEMENT AND SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION.**

TEL NET SYSTEMS INC.:

By:
Signature DocuSigned by:
 Nate Bergum
 DBB3E17BE8534C3...

SUBSCRIBER: _____
Subscriber: Signature by Authorized Officer Title of Person Signing

Print Name of Subscriber Tax ID or EIN

Subscriber's Email Address: _____

The undersigned personally guarantees Subscriber's performance of this agreement and agrees to be bound by all terms as a party herein.

Signature (Name Must Be Printed Below) SS#

Print Name Residence Address

Date

Signal #

Dealer #

1/19/2025 D D Y Y Y Y B1094033

270008

For licensing information:
www.alarmlicense.com

SUB ACCOUNT

MONITORING AGREEMENT**SUBSCRIBER**NAME Robert LesterDBA Yellowstone County Sheriff's OfficeADDRESS 2323 2nd Ave NCITY Billings STATE MT ZIP 59101**DEALER**NAME Nathan BergumDBA Tel Net Systems, Inc.ADDRESS 1320 S 30th St WCITY Billings STATE MT ZIP 59102

THIS "AGREEMENT" IS MADE BY AND BETWEEN THE SUBSCRIBER SHOWN ABOVE ("SUBSCRIBER") AND AFFILIATED MONITORING, INC. ("COMPANY"), EFFECTIVE AS OF THE DATE LISTED ON THIS AGREEMENT OR WHEN THE SYSTEM (DEFINED BELOW) FIRST COMMUNICATES WITH COMPANY, WHICHEVER IS EARLIER, FOR THE PROVISION OF MONITORING SERVICES FOR THE SYSTEM. SUBSCRIBER IS SOMETIMES REFERRED TO AS YOU OR YOUR. THE "PREMISES" IS THE LOCATION OF THE SYSTEM AS SET FORTH ABOVE, UNLESS COMPANY IS OTHERWISE NOTIFIED BY DEALER IN WRITING EFFECTIVE UPON ENTRY INTO THE COMPANY'S SYSTEMS, BUT NO LATER THAN ONE (1) BUSINESS DAYS THEREAFTER. IF THE SYSTEM IS DESIGNED TO BE MOBILE AT ALL TIMES, THE LOCATION OF THE SYSTEM AT ANY TIME SHALL BE THE LOCATION REPORTED BY THE SYSTEM'S TRACKING TECHNOLOGY (THE "LOCATION"). THE "SYSTEM" REFERS TO THE EQUIPMENT, DEVICES, ACCESSORIES, SOFTWARE, APPS AND FEATURES PROVIDED TO YOU FROM TIME TO TIME BY THE DEALER LISTED ON THIS AGREEMENT ("DEALER"). SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, COMPANY AGREES TO MONITOR AND SUBSCRIBER AGREES TO PERMIT COMPANY TO MONITOR THE SYSTEM AS A SUBCONTRACTOR OF THE DEALER.

1. MONITORING SERVICE. THE MONITORING SERVICE (THE "SERVICE") CONSISTS SOLELY OF COMPANY NOTIFYING THE PERSONS, IDENTIFIED IN ADVANCE BY YOU OR DEALER IN WRITING, (THE "CONTACT LIST") AND EMERGENCY RESPONSE AUTHORITIES ("FIRST RESPONDERS") USING THE CONTACT INFORMATION SUPPLIED BY YOU OR DEALER UPON COMPANY'S RECEIPT OF ORAL INSTRUCTIONS, SIGNALS, DATA OR OTHER COMMUNICATION REPORTING CONDITIONS THAT REQUIRE ASSISTANCE (A "RESPONSE CONDITION") WITHIN A REASONABLE PERIOD OF TIME (I) UNDER THE CIRCUMSTANCES AT COMPANY MONITORING FACILITY AND (II) THE PRIORITY OF THE RESPONSE CONDITION AS DETERMINED BY THE COMPANY UPON RECEIPT. IF FIRST RESPONDER CONTACT INFORMATION IS NOT SUPPLIED BY YOU OR DEALER, COMPANY WILL USE COMMERCIAL REASONABLE EFFORTS TO DETERMINE SUCH INFORMATION, BUT COMPANY IS RELIEVED OF ALL LIABILITY RELATED TO FAILURE TO OBTAIN, OBTAINING AND USING ALL SUCH INFORMATION, EVEN IF COMPANY IS NEGLIGENT IN ANY SUCH RESPECT. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT (A) FOLLOWING A RESPONSE CONDITION BUT BEFORE CONTACTING ANY FIRST RESPONDERS, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, CONTACT OR ATTEMPT TO CONTACT YOU OR YOUR CONTACT LIST AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NEED TO NOTIFY FIRST RESPONDERS OF THE RESPONSE CONDITION, AND (B) AFTER RECEIVING ADVICE, ORAL, ELECTRONIC OR WRITTEN, FROM YOU, ANY PERSON ON THE CALL LIST, ANY PERSON AT OR ABOUT THE LOCATION, ANY PERSON AT THE PREMISES, OR ANY PERSON WHO COMMUNICATES WITH US THROUGH THE SYSTEM, TO DISREGARD THE RESPONSE CONDITION, COMPANY MAY, IN EACH CASE, AND IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR ADVISE FIRST RESPONDERS OF THE RECEIPT OF SUCH ADVICE TO DISREGARD THE RESPONSE CONDITION.

NO SERVICES SHALL BE RENDERED FOR (I) SIGNALS THAT HAVE NOT BEEN SPECIFIED AND DEFINED IN ADVANCE IN WRITING BY DEALER, (II) VIDEO OR AUDIO WHICH, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY'S SYSTEMS AND PERSONNEL, DOES NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR SERVICES, OR (III) VOICE COMMUNICATION FROM SUBSCRIBER, OR ANY PERSON ON BEHALF OF SUBSCRIBER, WHICH DOES NOT REQUEST ASSISTANCE. YOU ARE SOLELY LIABLE FOR ANY ACTIVATION OR USE OF THE SYSTEM AND ANY COSTS, EXPENSES, LOSSES, DAMAGES AND LIABILITIES ARISING OUT OF OR FROM OR RELATED TO SERVICES AND ACTIONS REQUESTED OF COMPANY IN CONNECTION WITH THIS AGREEMENT, EVEN IF YOU ARE NOT THE ONE ACTIVATING OR USING THE SYSTEM OR MAKING THE REQUEST OF COMPANY, AND EVEN IF THE ACTIVATION OR USE OF THE SYSTEM OR THE REQUEST OF COMPANY IS UNAUTHORIZED BY YOU.

COMPANY'S EFFORTS TO COMMUNICATE WITH THE CONTACT LIST OR WITH FIRST RESPONDERS SHALL BE SATISFIED BY (A) REPORTING OF A RESPONSE CONDITION TO ANY PERSON ON THE CALL LIST OR ANY FIRST RESPONDER OR (B) IF EFFORTS TO COMMUNICATE ARE UNSUCCESSFUL, ONE ATTEMPT TO CONTACT (I) EACH PERSON ON THE CONTACT LIST AND (II) THE APPLICABLE FIRST RESPONDER(S).

THE SERVICE IS (I) SUBJECT TO ALL APPLICABLE LAWS, RULES, REGULATIONS, POLICIES AND TARIFFS (COLLECTIVELY, "LAWS"), AND (II) MAY BE SUBJECT TO TRANSMISSION LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF ANY COMMUNICATION PATH INCLUDING, WITHOUT LIMITATION, THE FAILURE, MALFUNCTION OR INTERRUPTION OF ANY COMMUNICATION PATH DUE TO HUMAN OR NATURAL CAUSES INCLUDING, WITHOUT LIMITATION, TELEPHONE, CELLULAR, RADIO, GLOBAL POSITIONING SYSTEM, LOCATION SERVICES, SATELLITE AND INTERNET CONNECTIVITY PROBLEMS OR PROVIDER PROBLEMS, RADIO, SATELLITE OR CELLULAR TRANSMISSION INTERFERENCE CAUSED BY, AMONG OTHER REASONS, ATMOSPHERIC OR TOPOGRAPHICAL CONDITIONS, AND FORCE MAJEURE EVENTS (COLLECTIVELY, "PROBLEMS"). COMPANY IS NOT RESPONSIBLE FOR OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OR DAMAGE RESULTING FROM LAWS OR PROBLEMS. IN ADDITION, THE NUMBER OR FREQUENCY OF COMMUNICATIONS FROM THE SYSTEM OR FROM YOU MAY BE DEEMED TO BE EXCESSIVE TRANSMISSIONS BY COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION ("EXCESSIVE COMMUNICATIONS"). COMPANY'S DETERMINATION OF EXCESSIVE COMMUNICATIONS MAY RESULT IN THE SUSPENSION OR DEACTIVATION OF ALL OR CERTAIN METHODS OF COMMUNICATION WITH A COMPANY MONITORING FACILITY, IN EACH CASE, AS DETERMINED IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY AND WITHOUT ANY DUTY OR LIABILITY OF COMPANY OF ANY KIND AS A RESULT OF ANY SUCH SUSPENSION OR DEACTIVATION EVEN IF COMPANY IS NEGLIGENT.

2. PERMITS; FEES; FALSE ACTIVATIONS. YOU AGREE TO OBTAIN AND MAINTAIN ALL LICENSES AND PERMITS REQUIRED FOR YOU TO RECEIVE SERVICES BY APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR ALL ALARM OR OTHER LICENSES AND PERMITS AND FEES REQUIRED FOR YOU TO HAVE YOUR MONITORED SYSTEMS IN THE PREMISES AND

ACTIVATED FOR ANY REASON WHATSOEVER, OR FOR THE FAILURE TO COMPLY WITH ALL LAWS APPLICABLE TO YOU, THE SYSTEM, THE LOCATION OR THE PREMISES.

3. DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE TO YOU, YOUR FAMILY, YOUR EMPLOYEES, AND OTHERS ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY YOU, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE, (III) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO, OR RECEIVE ANY DATA AT, ANY MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR FOR LOSS, THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION, YOUR PERSONALLY IDENTIFIABLE INFORMATION OR YOUR PERSONAL HEALTH INFORMATION (AS DEFINED BY ANY PRIVACY LAW), WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$2,500.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, PRIOR TO AN OCCURRENCE RESULTING IN LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT PROSPECTIVELY, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE, COST, EXPENSE, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) CAUSED, IN WHOLE OR IN PART, BY (I) FIRST RESPONDERS OR ANY PERSON ON THE CALL LIST REACTING TO OR RESPONDING TO NOTICE OF A RESPONSE CONDITION, OR (II) THE FAILURE, REFUSAL OR DELAY OF FIRST RESPONDERS TO RESPOND TO NOTICE OF A RESPONSE CONDITION.

4. TRANSMISSION. YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO OR AUDIO FROM YOUR SYSTEM TO A COMPANY MONITORING FACILITY IS INCOMPATIBLE, INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO OR CELLULAR TRANSMISSION INTERFERENCE, UNAVAILABILITY OF CELLULAR NETWORK(S), GLOBAL POSITION SYSTEM DATA OR OTHER LOCATION SERVICES, POWER LINE SURGES, OUTAGES, INTERNET OR BROADBAND PROBLEMS AND CELLULAR, TELEPHONE, INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT COMPANY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM MAY ENABLE COMPANY TO VIEW YOUR PREMISES AND THE AREA AROUND YOUR PREMISES AND (II) AN AUDIO OR TWO-WAY VOICE SYSTEM ENABLES COMPANY TO LISTEN-IN TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE

5. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION. YOU HEREBY WAIVE ANY RIGHTS, INCLUDING ANY RIGHTS OF SUBROGATION, YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES WHICH ARE INSURED.

6. INDEMNIFICATION. SUBSCRIBER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) COMPANY AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, INTEREST AND PENALTIES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ECONOMIC LOSSES, PROPERTY DAMAGE, STATUTORY CIVIL DAMAGES, OR DAMAGES DUE TO PERSONAL INJURY OR DEATH) ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES BY ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING YOUR INSURANCE COMPANY AND EMPLOYEES (NOTWITHSTANDING ANY WORKERS COMPENSATION LAW OR SIMILAR LAW LIMITING AN EMPLOYER'S LIABILITY ARISING OUT OF OR FROM PERSONAL INJURY OR DEATH OF AN EMPLOYEE, WHICH ARE HEREBY WAIVED BY YOU), ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR ANY MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS, AUDIO OR VIDEO, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW) OR (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION. COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM.

7. SUSPENSION OF SERVICE. SHOULD DEALER BREACH ITS AGREEMENT WITH COMPANY, OR UPON TERMINATION OR SUSPENSION OF SERVICES FOR ANY REASON UNDER COMPANY'S AGREEMENT WITH DEALER, OR IF YOU OR THE SYSTEM EXCESSIVELY COMMUNICATES WITH COMPANY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, IGNORE ALL COMMUNICATIONS RECEIVED FROM YOU OR THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF COMMUNICATING WITH COMPANY, AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU.

YOU AGREE THAT COMPANY'S OBLIGATIONS AND DUTIES HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU AND YOU HEREBY RELEASE COMPANY FROM AND FOR ALL LOSS, DAMAGE, COST AND EXPENSE IN THE EVENT ANY OF THE MONITORING FACILITIES, EQUIPMENT, OR OTHER RESOURCES (INCLUDING, WITHOUT LIMITATION, THE TELEPHONE NETWORK, GLOBAL POSITIONING SYSTEM SIGNALS OR EQUIPMENT, CELLULAR NETWORK, SATELLITES, THE INTERNET, THIRD PARTY COMMUNICATION SERVICES OR INTERNET SERVICE PROVIDER) NECESSARY TO OPERATE THE SYSTEM, TRANSMIT COMMUNICATIONS BETWEEN THE SYSTEM AND A COMPANY MONITORING FACILITY, OR PROVIDE THE SERVICE ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.

8. SYSTEMS WITH VIDEO CAPABILITY. IF THE SYSTEM TRANSMITS VIDEO IMAGES, SUBSCRIBER SHALL (I) INFORM ALL PERSONS ON OR ABOUT THE PREMISES OR WITHIN RANGE OF THE SYSTEM THAT THEY ARE BEING MONITORED BY VIDEO CAMERAS; (II) NOT INSTALL, USE OR PERMIT THE USE OF VIDEO CAMERAS WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (III) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (IV) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (V) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM.

9. YOUR INTERACTIONS WITH COMPANY. WE WILL USE COMMERCIAL REASONABLE EFFORTS TO ACCOMMODATE YOU IF ENGLISH IS NOT YOUR FIRST LANGUAGE AND YOU REQUEST TRANSLATION SERVICES, BUT WE DO NOT GUARANTEE THE AVAILABILITY OR COMPETENCE OF ANY TRANSLATOR.

WE MAY RECORD AND MONITOR CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN COMPANY AND YOU, YOUR AGENTS, EMPLOYEES OR REPRESENTATIVES, PERSONS ON YOUR CALL LIST, OR OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO SUCH RECORDING AND MONITORING FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR AGENTS, EMPLOYEES, REPRESENTATIVES, PERSONS ON YOUR CALL LIST AND OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO COMPANY'S EMPLOYEES OR OTHER REPRESENTATIVES CONTINUING TO PARTICIPATE IN ANY MULTI-PARTY COMMUNICATION IF THEY CONFERENCE IN A THIRD PARTY IN CONNECTION WITH THE SERVICES. YOU AGREE THAT COMPANY IS NOT REQUIRED TO RELEASE ANY RECORDED CONVERSATIONS OR COMMUNICATIONS OR PHYSICAL, ELECTRONIC OR OTHER MEDIA, DATA, IMAGES, INFORMATION OR RECORDS THAT ARE CREATED BY OR ON BEHALF OF COMPANY UNLESS REQUIRED BY LAW.

10. CONSENT TO CALL YOU AND YOUR CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON DESIGNATED ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY AND REPRESENTATIVES AS PART OF OFFERING THE SERVICE (I) CALLING AND/OR TEXTING THE PHONE NUMBERS SUPPLIED BY YOU WHICH MAY BE EACH SUCH PERSON'S HARD-WIRED TELEPHONE NUMBER, CELL PHONE OR OTHER MOBILE DEVICE TELEPHONE NUMBER(S), (II) USING AN AUTOMATIC TELEPHONE DIALING SYSTEM; AND (III) USING PRERECORDED CALLS (UNLESS SUCH PERSON NOTIFIES THE COMPANY THAT HE/SHE OPTS OUT OF THIS CLAUSE III). YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED AND WILL MAINTAIN THE EXPRESS WRITTEN CONSENT FROM EACH PERSON ON THE CALL LIST FROM TIME-TO-TIME CONFIRMING THAT YOU ARE EACH SUCH PERSON'S AUTHORIZED AGENT WITH RESPECT TO THE ABOVE.

11. APPLICABLE LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAW PRINCIPLES. ANY CLAIM, ACTION OR PROCEEDING THAT ARISES OUT OF OR RELATES OR PERTAINS TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (A "SUIT") SHALL BE BROUGHT ONLY IN THE STATE COURTS OF THE STATE OF NEW JERSEY LOCATED IN UNION COUNTY, NJ, AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS

15. ASSIGNABILITY OF AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.

16. INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT. THIS AGREEMENT IS BINDING ON YOUR HEIRS, EXECUTORS AND ADMINISTRATORS.

17. VALID AGREEMENT. SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, SUCH PROVISION OR PART SHALL BE CONSTRUED SO THAT IT WOULD BE VALID, LEGAL AND ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. FAXED OR OTHER ELECTRONICALLY GENERATED SIGNATURES ARE BINDING ON THE PARTIES AND SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS AN ORIGINAL WRITTEN AGREEMENT AND ORIGINAL INK SIGNATURES INCLUDING, WITHOUT LIMITATION, LITIGATION AND ARBITRATION.

18. TERMINATION. COMPANY MAY SUSPEND SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON SENDING WRITTEN OR ELECTRONIC NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.

19. INTENDED THIRD PARTY BENEFICIARIES. THE SERVICES MAY BE PROVIDED TO YOU DIRECTLY BY COMPANY OR THROUGH ANY AFFILIATE OF COMPANY, AND/OR BY ANY THIRD PARTY ACTING ON BEHALF OF COMPANY. FOR PURPOSES OF THIS AGREEMENT, AN "AFFILIATE" MEANS ANY ENTITY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH COMPANY. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUCH AFFILIATE OR THIRD PARTY ACTING ON BEHALF OF COMPANY, AND BIND YOU TO SUCH AFFILIATE OR THIRD PARTY WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.

20. SUBSCRIBER OBLIGATIONS. IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DISABLE THE SYSTEM IN ORDER THAT IT DOES NOT COMMUNICATE WITH COMPANY.

21. AGREEMENT HEADINGS. THE HEADINGS OF THE PARAGRAPHS IN THIS AGREEMENT ARE INCLUDED FOR CONVENIENCE ONLY AND SHALL IN NO WAY AFFECT THE INTERPRETATION OF THIS AGREEMENT.

22. COMPANY AS SUBCONTRACTOR. YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURER WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.

23. RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, SUBSCRIBER AGREES TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.

24. DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE. YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM, IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OF DEALER.

25. SUBSCRIBER ACKNOWLEDGMENTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS:

(I) THE SYSTEM, ONCE INSTALLED BY DEALER OR DELIVERED TO YOU (AS APPLICABLE), IS IN YOUR EXCLUSIVE POSSESSION AND CONTROL. COMPANY ONLY PROVIDES THE SERVICE. YOU MUST TEST THE SYSTEM AT LEAST MONTHLY. YOU MUST ALSO TEST THE SYSTEM WHENEVER (A) RENOVATIONS ARE MADE TO YOUR PREMISES, (B) THE ELECTRICAL SERVICE AT YOUR PREMISES IS REPAIRED OR OTHERWISE SERVICED, (C) DEALER SENDS YOU ADDITIONAL OR REPLACEMENT EQUIPMENT FOR YOUR SYSTEM, OR (D) A CHANGE IS MADE BY YOU OR DEALER TO THE SERVICE.

(II) IF YOUR SYSTEM COMMUNICATES WITH COMPANY OVER THE INTERNET OR A TELEPHONE LINE, YOU MUST TEST THE SYSTEM WHENEVER CHANGES ARE MADE TO THOSE SERVICES AT YOUR PREMISES.

(III) CERTAIN SYSTEMS USE RADIO FREQUENCY WAVES TO COMMUNICATE BETWEEN DEVICES. CERTAIN OBJECTS IN THE PREMISES AND RADIO FREQUENCY WAVES FROM OTHER SOURCES MAY CAUSE INTERFERENCE RESULTING IN MALFUNCTIONS OF THE SYSTEM.

(IV) THE SYSTEM IS NOT INFALLIBLE AND THE TRANSMISSION AND RECEIPT OF COMMUNICATIONS FROM THE SYSTEM MAY BE INTERRUPTED OR OTHERWISE COMPROMISED.

(V) OUR PERSONNEL ARE NOT QUALIFIED MEDICAL PERSONNEL.

(VI) IF YOUR SYSTEM NEEDS TO BE PLUGGED INTO AN ELECTRICAL OUTLET, YOU MUST USE AN OUTLET WITH STANDARD 110 VOLT ELECTRICAL POWER WHICH MUST ALWAYS BE ON. THE OUTLET MUST NOT BE CONTROLLED BY A SWITCH, TIMER OR ANY OTHER METHOD.

(VII) DEPENDING ON WHICH SYSTEM YOU ARRANGED FOR, THE SYSTEM AND THE SERVICES MAY RELY ON THE AVAILABILITY OF YOUR HOME TELEPHONE SERVICE PROVID-

Date

Signal #

Dealer #

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For licensing information:
www.alarmlicense.com

SUB ACCOUNT

MONITORING AGREEMENT**SUBSCRIBER**NAME Robert LesterDBA Yellowstone County Detention BuildingADDRESS 3165 King Ave ECITY Billings STATE MT ZIP 59101**DEALER**NAME Nathan BergumDBA Tel Net Systems, Inc.ADDRESS 1320 S 30th St WCITY Billings STATE MT ZIP 59102

THIS "AGREEMENT" IS MADE BY AND BETWEEN THE SUBSCRIBER SHOWN ABOVE ("SUBSCRIBER") AND AFFILIATED MONITORING, INC. ("COMPANY"), EFFECTIVE AS OF THE DATE LISTED ON THIS AGREEMENT OR WHEN THE SYSTEM (DEFINED BELOW) FIRST COMMUNICATES WITH COMPANY, WHICHEVER IS EARLIER, FOR THE PROVISION OF MONITORING SERVICES FOR THE SYSTEM. SUBSCRIBER IS SOMETIMES REFERRED TO AS YOU OR YOUR. THE "PREMISES" IS THE LOCATION OF THE SYSTEM AS SET FORTH ABOVE, UNLESS COMPANY IS OTHERWISE NOTIFIED BY DEALER IN WRITING EFFECTIVE UPON ENTRY INTO THE COMPANY'S SYSTEMS, BUT NO LATER THAN ONE (1) BUSINESS DAYS THEREAFTER. IF THE SYSTEM IS DESIGNED TO BE MOBILE AT ALL TIMES, THE LOCATION OF THE SYSTEM AT ANY TIME SHALL BE THE LOCATION REPORTED BY THE SYSTEM'S TRACKING TECHNOLOGY (THE "LOCATION"). THE "SYSTEM" REFERS TO THE EQUIPMENT, DEVICES, ACCESSORIES, SOFTWARE, APPS AND FEATURES PROVIDED TO YOU FROM TIME TO TIME BY THE DEALER LISTED ON THIS AGREEMENT ("DEALER"). SUBJECT TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, COMPANY AGREES TO MONITOR AND SUBSCRIBER AGREES TO PERMIT COMPANY TO MONITOR THE SYSTEM AS A SUBCONTRACTOR OF THE DEALER.

1. MONITORING SERVICE. THE MONITORING SERVICE (THE "SERVICE") CONSISTS SOLELY OF COMPANY NOTIFYING THE PERSONS, IDENTIFIED IN ADVANCE BY YOU OR DEALER IN WRITING, (THE "CONTACT LIST") AND EMERGENCY RESPONSE AUTHORITIES ("FIRST RESPONDERS") USING THE CONTACT INFORMATION SUPPLIED BY YOU OR DEALER UPON COMPANY'S RECEIPT OF ORAL INSTRUCTIONS, SIGNALS, DATA OR OTHER COMMUNICATION REPORTING CONDITIONS THAT REQUIRE ASSISTANCE (A "RESPONSE CONDITION") WITHIN A REASONABLE PERIOD OF TIME (I) UNDER THE CIRCUMSTANCES AT COMPANY MONITORING FACILITY AND (II) THE PRIORITY OF THE RESPONSE CONDITION AS DETERMINED BY THE COMPANY UPON RECEIPT. IF FIRST RESPONDER CONTACT INFORMATION IS NOT SUPPLIED BY YOU OR DEALER, COMPANY WILL USE COMMERCIAL REASONABLE EFFORTS TO DETERMINE SUCH INFORMATION, BUT COMPANY IS RELIEVED OF ALL LIABILITY RELATED TO FAILURE TO OBTAIN, OBTAINING AND USING ALL SUCH INFORMATION, EVEN IF COMPANY IS NEGLIGENT IN ANY SUCH RESPECT. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE THAT (A) FOLLOWING A RESPONSE CONDITION BUT BEFORE CONTACTING ANY FIRST RESPONDERS, COMPANY MAY, IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, CONTACT OR ATTEMPT TO CONTACT YOU OR YOUR CONTACT LIST AS FREQUENTLY AS COMPANY DEEMS APPROPRIATE TO VERIFY THE NEED TO NOTIFY FIRST RESPONDERS OF THE RESPONSE CONDITION, AND (B) AFTER RECEIVING ADVICE, ORAL, ELECTRONIC OR WRITTEN, FROM YOU, ANY PERSON ON THE CALL LIST, ANY PERSON AT OR ABOUT THE LOCATION, ANY PERSON AT THE PREMISES, OR ANY PERSON WHO COMMUNICATES WITH US THROUGH THE SYSTEM, TO DISREGARD THE RESPONSE CONDITION, COMPANY MAY, IN EACH CASE, AND IN ITS SOLE AND ABSOLUTE DISCRETION AND WITHOUT ANY LIABILITY, REFRAIN FROM CONTACTING FIRST RESPONDERS OR ADVISE FIRST RESPONDERS OF THE RECEIPT OF SUCH ADVICE TO DISREGARD THE RESPONSE CONDITION.

NO SERVICES SHALL BE RENDERED FOR (I) SIGNALS THAT HAVE NOT BEEN SPECIFIED AND DEFINED IN ADVANCE IN WRITING BY DEALER, (II) VIDEO OR AUDIO WHICH, IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY'S SYSTEMS AND PERSONNEL, DOES NOT CLEARLY AND CONSPICUOUSLY REVEAL THE NECESSITY FOR SERVICES, OR (III) VOICE COMMUNICATION FROM SUBSCRIBER, OR ANY PERSON ON BEHALF OF SUBSCRIBER, WHICH DOES NOT REQUEST ASSISTANCE. YOU ARE SOLELY LIABLE FOR ANY ACTIVATION OR USE OF THE SYSTEM AND ANY COSTS, EXPENSES, LOSSES, DAMAGES AND LIABILITIES ARISING OUT OF OR FROM OR RELATED TO SERVICES AND ACTIONS REQUESTED OF COMPANY IN CONNECTION WITH THIS AGREEMENT, EVEN IF YOU ARE NOT THE ONE ACTIVATING OR USING THE SYSTEM OR MAKING THE REQUEST OF COMPANY, AND EVEN IF THE ACTIVATION OR USE OF THE SYSTEM OR THE REQUEST OF COMPANY IS UNAUTHORIZED BY YOU.

COMPANY'S EFFORTS TO COMMUNICATE WITH THE CONTACT LIST OR WITH FIRST RESPONDERS SHALL BE SATISFIED BY (A) REPORTING OF A RESPONSE CONDITION TO ANY PERSON ON THE CALL LIST OR ANY FIRST RESPONDER OR (B) IF EFFORTS TO COMMUNICATE ARE UNSUCCESSFUL, ONE ATTEMPT TO CONTACT (I) EACH PERSON ON THE CONTACT LIST AND (II) THE APPLICABLE FIRST RESPONDER(S).

THE SERVICE IS (I) SUBJECT TO ALL APPLICABLE LAWS, RULES, REGULATIONS, POLICIES AND TARIFFS (COLLECTIVELY, "LAWS"), AND (II) MAY BE SUBJECT TO TRANSMISSION LIMITATIONS, DELAYS AND OTHER PROBLEMS INHERENT IN THE USE OF ANY COMMUNICATION PATH INCLUDING, WITHOUT LIMITATION, THE FAILURE, MALFUNCTION OR INTERRUPTION OF ANY COMMUNICATION PATH DUE TO HUMAN OR NATURAL CAUSES INCLUDING, WITHOUT LIMITATION, TELEPHONE, CELLULAR, RADIO, GLOBAL POSITIONING SYSTEM, LOCATION SERVICES, SATELLITE AND INTERNET CONNECTIVITY PROBLEMS OR PROVIDER PROBLEMS, RADIO, SATELLITE OR CELLULAR TRANSMISSION INTERFERENCE CAUSED BY, AMONG OTHER REASONS, ATMOSPHERIC OR TOPOGRAPHICAL CONDITIONS, AND FORCE MAJEURE EVENTS (COLLECTIVELY, "PROBLEMS"). COMPANY IS NOT RESPONSIBLE FOR OR LIABLE FOR ANY DELAYS, DELIVERY FAILURES, LOSS OR DAMAGE RESULTING FROM LAWS OR PROBLEMS. IN ADDITION, THE NUMBER OR FREQUENCY OF COMMUNICATIONS FROM THE SYSTEM OR FROM YOU MAY BE DEEMED TO BE EXCESSIVE TRANSMISSIONS BY COMPANY IN ITS SOLE AND ABSOLUTE DISCRETION ("EXCESSIVE COMMUNICATIONS"). COMPANY'S DETERMINATION OF EXCESSIVE COMMUNICATIONS MAY RESULT IN THE SUSPENSION OR DEACTIVATION OF ALL OR CERTAIN METHODS OF COMMUNICATION WITH A COMPANY MONITORING FACILITY, IN EACH CASE, AS DETERMINED IN THE SOLE AND ABSOLUTE DISCRETION OF COMPANY AND WITHOUT ANY DUTY OR LIABILITY OF COMPANY OF ANY KIND AS A RESULT OF ANY SUCH SUSPENSION OR DEACTIVATION EVEN IF COMPANY IS NEGLIGENT.

2. PERMITS; FEES; FALSE ACTIVATIONS. YOU AGREE TO OBTAIN AND MAINTAIN ALL LICENSES AND PERMITS REQUIRED FOR YOU TO RECEIVE SERVICES BY APPLICABLE LAW. YOU ARE SOLELY RESPONSIBLE FOR ALL ALARM OR OTHER LICENSES AND PERMITS AND FEES REQUIRED FOR YOU TO HAVE OR USE A MONITORED SYSTEM AT THE PREMISES. ANY

ACTIVATED FOR ANY REASON WHATSOEVER, OR FOR THE FAILURE TO COMPLY WITH ALL LAWS APPLICABLE TO YOU, THE SYSTEM, THE LOCATION OR THE PREMISES.

3. DISCLAIMER/LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE AS FOLLOWS: (I) NEITHER COMPANY NOR ITS DIRECTORS, OFFICERS, SHAREHOLDERS, PARTNERS OR EMPLOYEES (COLLECTIVELY, "REPRESENTATIVES") IS AN INSURER; (II) IT IS THE SPECIFIC INTENT OF THE PARTIES THAT (A) INSURANCE COVERING ALL LOSS, DAMAGE AND EXPENSE TO YOU, YOUR FAMILY, YOUR EMPLOYEES, AND OTHERS ARISING OUT OF OR FROM, IN CONNECTION WITH, RELATED TO, AS A CONSEQUENCE OF OR RESULTING FROM THIS AGREEMENT, SHALL BE OBTAINED AND CONTINUOUSLY MAINTAINED BY YOU, (B) RECOVERY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE SHALL BE LIMITED TO ANY SUCH INSURANCE COVERAGE ONLY, AND (C) COMPANY AND REPRESENTATIVES ARE RELEASED FROM ANY AND ALL LIABILITY FOR ALL SUCH LOSS, DAMAGE AND EXPENSE, (III) COMPANY AND REPRESENTATIVES ARE RELEASED FOR ALL LOSS, DAMAGE OR EXPENSE WHICH MAY OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH, OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT DUE TO THE IMPROPER OPERATION OR NON-OPERATION OF THE SYSTEM (INCLUDING, WITHOUT LIMITATION OR EXAMPLE, THE COMMUNICATIONS EQUIPMENT OR SERVICES NECESSARY TO TRANSMIT TO, OR RECEIVE ANY DATA AT, ANY MONITORING FACILITY); AND (V) SHOULD THERE ARISE ANY LIABILITY ON THE PART OF COMPANY OR REPRESENTATIVES FOR LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) WHICH IS IN CONNECTION WITH, ARISES OUT OF OR FROM, RESULTS FROM, IS RELATED TO OR IS A CONSEQUENCE OF THE ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE OF COMPANY OR REPRESENTATIVES INCLUDING, WITHOUT LIMITATION, ACTS, ERRORS OR OMISSIONS WHICH OCCUR PRIOR TO, CONTEMPORANEOUSLY WITH OR SUBSEQUENT TO THE EXECUTION OF THIS AGREEMENT, OR BREACH OF THIS AGREEMENT, OR ANY CLAIM BROUGHT IN PRODUCT OR STRICT LIABILITY, SUBROGATION, CONTRIBUTION OR INDEMNIFICATION, OR FOR LOSS, THEFT OR UNAUTHORIZED USE OF YOUR CONFIDENTIAL INFORMATION, YOUR PERSONALLY IDENTIFIABLE INFORMATION OR YOUR PERSONAL HEALTH INFORMATION (AS DEFINED BY ANY PRIVACY LAW), WHETHER IN CONTRACT, TORT OR EQUITY, INCLUDING, WITHOUT LIMITATION, ANY GENERAL, DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, STATUTORY OR CONSEQUENTIAL DAMAGES, IRRESPECTIVE OF CAUSE, SUCH LIABILITY SHALL BE LIMITED TO THE MAXIMUM SUM OF \$2,500.00 COLLECTIVELY FOR COMPANY AND REPRESENTATIVES, AND THIS LIABILITY SHALL BE EXCLUSIVE.

IN THE EVENT THAT YOU WISH TO INCREASE THE MAXIMUM AMOUNT OF SUCH LIMITED LIABILITY, YOU MAY, PRIOR TO AN OCCURRENCE RESULTING IN LOSSES, DAMAGES, COSTS, EXPENSES, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL), AS A MATTER OF RIGHT PROSPECTIVELY, OBTAIN A HIGHER LIMIT BY PAYING A CHARGE FOR THE INCREASE IN SUCH LIMIT OF LIABILITY, BUT THIS PAYMENT SHALL IN NO WAY BE INTERPRETED TO HOLD COMPANY OR REPRESENTATIVES AS AN INSURER.

COMPANY SHALL HAVE NO LIABILITY FOR ANY LOSS, DAMAGE, COST, EXPENSE, PERSONAL INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE (REAL OR PERSONAL) CAUSED, IN WHOLE OR IN PART, BY (I) FIRST RESPONDERS OR ANY PERSON ON THE CALL LIST REACTING TO OR RESPONDING TO NOTICE OF A RESPONSE CONDITION, OR (II) THE FAILURE, REFUSAL OR DELAY OF FIRST RESPONDERS TO RESPOND TO NOTICE OF A RESPONSE CONDITION.

4. TRANSMISSION. YOU ACKNOWLEDGE AND AGREE THAT THE SYSTEM IS A NON-SUPERVISED REPORTING DEVICE. IF THE TRANSMISSION MEDIUM FOR DELIVERY OF DATA, VIDEO OR AUDIO FROM YOUR SYSTEM TO A COMPANY MONITORING FACILITY IS INCOMPATIBLE, INOPERATIVE, CIRCUMVENTED, COMPROMISED OR INTERRUPTED BY NATURAL OR HUMAN CAUSES INCLUDING, WITHOUT LIMITATION, THE CUTTING OF THE TELEPHONE LINE, RADIO OR CELLULAR TRANSMISSION INTERFERENCE, UNAVAILABILITY OF CELLULAR NETWORK(S), GLOBAL POSITION SYSTEM DATA OR OTHER LOCATION SERVICES, POWER LINE SURGES, OUTAGES, INTERNET OR BROADBAND PROBLEMS AND CELLULAR, TELEPHONE, INTERNET OR BROADBAND PROVIDER PROBLEMS, THERE IS NO INDICATION OF THIS FACT AT COMPANY. FURTHER, YOU UNDERSTAND THAT (I) A VIDEO SYSTEM MAY ENABLE COMPANY TO VIEW YOUR PREMISES AND THE AREA AROUND YOUR PREMISES AND (II) AN AUDIO OR TWO-WAY VOICE SYSTEM ENABLES COMPANY TO LISTEN-IN TO YOUR PREMISES. YOU AUTHORIZE AND CONSENT TO COMPANY VIEWING YOUR PREMISES AND THE

5. RELEASE OF INSURED LOSSES AND WAIVER OF SUBROGATION. YOU HEREBY WAIVE ANY RIGHTS, INCLUDING ANY RIGHTS OF SUBROGATION, YOUR INSURANCE COMPANY MAY HAVE TO BE REIMBURSED BY COMPANY OR REPRESENTATIVES FOR MONEY PAID TO YOU OR ON YOUR BEHALF. YOU HEREBY RELEASE COMPANY AND REPRESENTATIVES FOR ALL LOSSES, DAMAGES, COSTS AND EXPENSES WHICH ARE INSURED.

6. INDEMNIFICATION. SUBSCRIBER AGREES TO PROTECT, INDEMNIFY, DEFEND AND HOLD HARMLESS (WITHOUT ANY CONDITION THAT COMPANY OR REPRESENTATIVES FIRST PAY) COMPANY AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, DEMANDS, SUITS, LIABILITIES, DAMAGES, JUDGMENTS, LOSSES, INTEREST AND PENALTIES, SETTLEMENTS, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, ECONOMIC LOSSES, PROPERTY DAMAGE, STATUTORY CIVIL DAMAGES, OR DAMAGES DUE TO PERSONAL INJURY OR DEATH) ASSERTED AGAINST OR INCURRED BY COMPANY OR REPRESENTATIVES BY ANY PERSON NOT A PARTY TO THIS AGREEMENT, INCLUDING YOUR INSURANCE COMPANY AND EMPLOYEES (NOTWITHSTANDING ANY WORKERS COMPENSATION LAW OR SIMILAR LAW LIMITING AN EMPLOYER'S LIABILITY ARISING OUT OF OR FROM PERSONAL INJURY OR DEATH OF AN EMPLOYEE, WHICH ARE HEREBY WAIVED BY YOU), ARISING OUT OF OR FROM, IN CONNECTION WITH, AS A RESULT OF, RELATED TO OR AS A CONSEQUENCE OF COMPANY'S PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, DUE TO (I) BREACH OF CONTRACT OR WARRANTY, EXPRESS OR IMPLIED, (II) ACTIVE OR PASSIVE SOLE, JOINT OR SEVERAL NEGLIGENCE OF ANY KIND OR DEGREE BY COMPANY OR REPRESENTATIVES, (III) FAILURE OR MALFUNCTION OF THE SYSTEM OR ANY MONITORING FACILITY, (IV) RECORDING OF COMMUNICATIONS, AUDIO OR VIDEO, (V) PRODUCT OR STRICT LIABILITY, (VI) A CLAIM RELATED TO LOSS, THEFT OR UNAUTHORIZED USE OF ANY CONFIDENTIAL INFORMATION, PERSONALLY IDENTIFIABLE INFORMATION OR PERSONAL HEALTH INFORMATION (AS DEFINED IN ANY PRIVACY LAW) OR (VII) A CLAIM FOR SUBROGATION, INDEMNIFICATION OR CONTRIBUTION. COMPANY AND REPRESENTATIVES SHALL HAVE THE RIGHT, BUT NOT OBLIGATION, TO DESIGNATE ITS OR THEIR ATTORNEYS TO CONTROL THE INVESTIGATION, DEFENSE AND SETTLEMENT OF ANY SUCH CLAIM.

7. SUSPENSION OF SERVICE. SHOULD DEALER BREACH ITS AGREEMENT WITH COMPANY, OR UPON TERMINATION OR SUSPENSION OF SERVICES FOR ANY REASON UNDER COMPANY'S AGREEMENT WITH DEALER, OR IF YOU OR THE SYSTEM EXCESSIVELY COMMUNICATES WITH COMPANY, YOU UNCONDITIONALLY AND IRREVOCABLY AUTHORIZE COMPANY TO, WITHOUT LIMITATION, IGNORE ALL COMMUNICATIONS RECEIVED FROM YOU OR THE SYSTEM, OR RENDER THE SYSTEM INCAPABLE OF COMMUNICATING WITH COMPANY, AND COMPANY'S OBLIGATIONS HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU.

YOU AGREE THAT COMPANY'S OBLIGATIONS AND DUTIES HEREUNDER ARE WAIVED AUTOMATICALLY WITHOUT NOTICE TO YOU AND YOU HEREBY RELEASE COMPANY FROM AND FOR ALL LOSS, DAMAGE, COST AND EXPENSE IN THE EVENT ANY OF THE MONITORING FACILITIES, EQUIPMENT, OR OTHER RESOURCES (INCLUDING, WITHOUT LIMITATION, THE TELEPHONE NETWORK, GLOBAL POSITIONING SYSTEM SIGNALS OR EQUIPMENT, CELLULAR NETWORK, SATELLITES, THE INTERNET, THIRD PARTY COMMUNICATION SERVICES OR INTERNET SERVICE PROVIDER) NECESSARY TO OPERATE THE SYSTEM, TRANSMIT COMMUNICATIONS BETWEEN THE SYSTEM AND A COMPANY MONITORING FACILITY, OR PROVIDE THE SERVICE ARE INTERRUPTED, CIRCUMVENTED, COMPROMISED, DESTROYED, DAMAGED, INOPERABLE OR MALFUNCTION (COLLECTIVELY, AN "INTERRUPTION") FOR ANY REASON WHATSOEVER INCLUDING, WITHOUT LIMITATION, COMPANY'S NEGLIGENCE, FOR THE DURATION OF SUCH INTERRUPTION OF SERVICE.

8. SYSTEMS WITH VIDEO CAPABILITY. IF THE SYSTEM TRANSMITS VIDEO IMAGES, SUBSCRIBER SHALL (I) INFORM ALL PERSONS ON OR ABOUT THE PREMISES OR WITHIN RANGE OF THE SYSTEM THAT THEY ARE BEING MONITORED BY VIDEO CAMERAS; (II) NOT INSTALL, USE OR PERMIT THE USE OF VIDEO CAMERAS WHERE ANY PERSON MAY HAVE A REASONABLE EXPECTATION OF PRIVACY; (III) USE THE VIDEO SYSTEM FOR SECURITY SURVEILLANCE AND MANAGEMENT SERVICES ONLY; (IV) NOT USE THE VIDEO SYSTEM FOR ANY CRIMINAL, ILLEGAL, OR OTHERWISE UNLAWFUL ACTIVITY; AND (V) OBTAIN AND KEEP IN EFFECT ALL PERMITS OR LICENSES REQUIRED FOR THE INSTALLATION AND OPERATION OF THE VIDEO SYSTEM.

9. YOUR INTERACTIONS WITH COMPANY. WE WILL USE COMMERCIAL REASONABLE EFFORTS TO ACCOMMODATE YOU IF ENGLISH IS NOT YOUR FIRST LANGUAGE AND YOU REQUEST TRANSLATION SERVICES, BUT WE DO NOT GUARANTEE THE AVAILABILITY OR COMPETENCE OF ANY TRANSLATOR.

WE MAY RECORD AND MONITOR CONVERSATIONS AND OTHER COMMUNICATIONS BETWEEN COMPANY AND YOU, YOUR AGENTS, EMPLOYEES OR REPRESENTATIVES, PERSONS ON YOUR CALL LIST, OR OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO SUCH RECORDING AND MONITORING FOR YOURSELF AND AS THE AUTHORIZED AGENT OF YOUR AGENTS, EMPLOYEES, REPRESENTATIVES, PERSONS ON YOUR CALL LIST AND OTHER THIRD PARTIES ON YOUR PREMISES, AT THE LOCATION, OR USING THE SYSTEM. YOU AUTHORIZE AND CONSENT TO COMPANY'S EMPLOYEES OR OTHER REPRESENTATIVES CONTINUING TO PARTICIPATE IN ANY MULTI-PARTY COMMUNICATION IF THEY CONFERENCE IN A THIRD PARTY IN CONNECTION WITH THE SERVICES. YOU AGREE THAT COMPANY IS NOT REQUIRED TO RELEASE ANY RECORDED CONVERSATIONS OR COMMUNICATIONS OR PHYSICAL, ELECTRONIC OR OTHER MEDIA, DATA, IMAGES, INFORMATION OR RECORDS THAT ARE CREATED BY OR ON BEHALF OF COMPANY UNLESS REQUIRED BY LAW.

10. CONSENT TO CALL YOU AND YOUR CALL LIST. YOU, FOR YOURSELF AND AS THE AUTHORIZED AGENT OF EACH PERSON DESIGNATED ON YOUR CALL LIST FROM TIME-TO-TIME, CONSENT TO COMPANY AND REPRESENTATIVES AS PART OF OFFERING THE SERVICE (I) CALLING AND/OR TEXTING THE PHONE NUMBERS SUPPLIED BY YOU WHICH MAY BE EACH SUCH PERSON'S HARD-WIRED TELEPHONE NUMBER, CELL PHONE OR OTHER MOBILE DEVICE TELEPHONE NUMBER(S), (II) USING AN AUTOMATIC TELEPHONE DIALING SYSTEM; AND (III) USING PRERECORDED CALLS (UNLESS SUCH PERSON NOTIFIES THE COMPANY THAT HE/SHE OPTS OUT OF THIS CLAUSE III). YOU REPRESENT AND WARRANT THAT YOU HAVE OBTAINED AND WILL MAINTAIN THE EXPRESS WRITTEN CONSENT FROM EACH PERSON ON THE CALL LIST FROM TIME-TO-TIME CONFIRMING THAT YOU ARE EACH SUCH PERSON'S AUTHORIZED AGENT WITH RESPECT TO THE ABOVE.

11. APPLICABLE LAW; VENUE. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED ACCORDING TO THE LAWS OF THE STATE OF NEW JERSEY, WITHOUT REGARD TO SUCH STATE'S CONFLICT OF LAW PRINCIPLES. ANY CLAIM, ACTION OR PROCEEDING THAT ARISES OUT OF OR RELATES OR PERTAINS TO THIS AGREEMENT OR THE SUBJECT MATTER HEREOF (A "SUIT") SHALL BE BROUGHT ONLY IN THE STATE COURTS OF THE STATE OF NEW JERSEY LOCATED IN UNION COUNTY, NJ, AND YOU AND COMPANY EACH UNCONDITIONALLY AND IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION OF THESE COURTS

15. ASSIGNABILITY OF AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE BY YOU. THIS AGREEMENT OR ANY PORTION THEREOF IS ASSIGNABLE BY COMPANY AND, UPON ASSIGNMENT, COMPANY SHALL HAVE NO FURTHER DUTY, OBLIGATION, RESPONSIBILITY OR LIABILITY TO YOU.

16. INTEGRATED AGREEMENT. THIS INSTRUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN YOU AND COMPANY. NEITHER PARTY HAS AUTHORITY TO MAKE OR CLAIM ANY REPRESENTATION, TERM, PROMISE, CONDITION, STATEMENT, WARRANTY, OR INDUCEMENT (COLLECTIVELY, "INDUCEMENT") WHICH IS NOT EXPRESSED HEREIN. YOU AND COMPANY EACH REPRESENT THAT IT/HE/SHE IS NOT RELYING ON ANY INDUCEMENT IN SIGNING THIS AGREEMENT WHICH IS NOT EXPRESSED IN THE AGREEMENT. THIS AGREEMENT IS BINDING ON YOUR HEIRS, EXECUTORS AND ADMINISTRATORS.

17. VALID AGREEMENT. SHOULD ANY PROVISION HEREOF (OR PORTION THEREOF), OR ITS APPLICATION TO ANY CIRCUMSTANCES, BE HELD ILLEGAL, INVALID OR UNENFORCEABLE TO ANY EXTENT, SUCH PROVISION OR PART SHALL BE CONSTRUED SO THAT IT WOULD BE VALID, LEGAL AND ENFORCEABLE TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW, AND THE VALIDITY AND ENFORCEABILITY OF THE REMAINDER OF THE PROVISION AND THIS AGREEMENT, OR OF SUCH PROVISIONS AS APPLIED TO ANY OTHER CIRCUMSTANCES, SHALL NOT BE AFFECTED THEREBY, AND SHALL REMAIN IN FULL FORCE AND EFFECT AS VALID, BINDING AND CONTINUING. FAXED OR OTHER ELECTRONICALLY GENERATED SIGNATURES ARE BINDING ON THE PARTIES AND SHALL BE DEEMED TO BE ORIGINALS FOR ALL PURPOSES AND GIVEN THE SAME LEGAL FORCE AND EFFECT AS AN ORIGINAL WRITTEN AGREEMENT AND ORIGINAL INK SIGNATURES INCLUDING, WITHOUT LIMITATION, LITIGATION AND ARBITRATION.

18. TERMINATION. COMPANY MAY SUSPEND SERVICES OR TERMINATE THIS AGREEMENT AT ANY TIME UPON SENDING WRITTEN OR ELECTRONIC NOTICE TO YOU FIVE (5) DAYS BEFORE THE SUSPENSION OR TERMINATION DATE.

19. INTENDED THIRD PARTY BENEFICIARIES. THE SERVICES MAY BE PROVIDED TO YOU DIRECTLY BY COMPANY OR THROUGH ANY AFFILIATE OF COMPANY, AND/OR BY ANY THIRD PARTY ACTING ON BEHALF OF COMPANY. FOR PURPOSES OF THIS AGREEMENT, AN "AFFILIATE" MEANS ANY ENTITY THAT CONTROLS, IS CONTROLLED BY OR IS UNDER COMMON CONTROL WITH COMPANY. YOU AGREE THAT THE PROVISIONS OF THIS AGREEMENT INURE TO THE BENEFIT OF AND ARE APPLICABLE TO ANY SUCH AFFILIATE OR THIRD PARTY ACTING ON BEHALF OF COMPANY, AND BIND YOU TO SUCH AFFILIATE OR THIRD PARTY WITH THE SAME FORCE AND EFFECT AS THEY BIND YOU TO COMPANY.

20. SUBSCRIBER OBLIGATIONS. IF THE BUSINESS RELATIONSHIP BETWEEN YOU AND DEALER TERMINATES, OR IF YOU SELL OR NO LONGER OCCUPY THE ENTIRE PREMISES, YOU SHALL IMMEDIATELY (I) NOTIFY COMPANY IN WRITING, AND (II) DISABLE THE SYSTEM IN ORDER THAT IT DOES NOT COMMUNICATE WITH COMPANY.

21. AGREEMENT HEADINGS. THE HEADINGS OF THE PARAGRAPHS IN THIS AGREEMENT ARE INCLUDED FOR CONVENIENCE ONLY AND SHALL IN NO WAY AFFECT THE INTERPRETATION OF THIS AGREEMENT.

22. COMPANY AS SUBCONTRACTOR. YOU UNDERSTAND AND AGREE THAT (I) THE RELATIONSHIP BETWEEN COMPANY AND DEALER IS ONE OF INDEPENDENT CONTRACTORS WHERE COMPANY IS A SUBCONTRACTOR OF DEALER AND NOT A PARTNER OR JOINT VENTURER WITH DEALER, AND (II) COMPANY SHALL NOT BE LIABLE TO YOU, DIRECTLY OR INDIRECTLY, FOR ANY LIABILITY OF DEALER TO YOU.

23. RIGHT TO NOTICE AND CURE. IN THE EVENT OF ANY BREACH OF THIS AGREEMENT BY COMPANY, SUBSCRIBER AGREES TO PROVIDE WRITTEN NOTICE TO COMPANY SPECIFICALLY IDENTIFYING THE NATURE OF THE BREACH AND THE PROVISIONS OF THIS AGREEMENT AFFECTED THEREBY, AND TO PERMIT COMPANY TO CURE THE BREACH WITHIN FIVE (5) BUSINESS DAYS AFTER RECEIPT OF THE WRITTEN NOTICE OR, IF THE BREACH CANNOT BE REASONABLY CURED WITHIN SAID PERIOD, TO PROMPTLY COMMENCE TO CURE AND DILIGENTLY PROCEED UNTIL CURED. IF COMPANY CURES ANY SAID BREACH AS PROVIDED HEREIN, THIS AGREEMENT SHALL CONTINUE UNABATED AND COMPANY SHALL NOT BE LIABLE TO SUBSCRIBER FOR ANY LOSS, DAMAGE OR EXPENSE ARISING OUT OF OR FROM, RESULTING FROM, RELATED TO, IN CONNECTION WITH OR AS A CONSEQUENCE OF ANY SAID BREACH.

24. DEALER AS AGENT; REVOCATION; RATIFICATION; RETROACTIVE DATE. YOU HEREBY APPOINT DEALER AS YOUR AGENT TO GIVE DIRECTION TO COMPANY AS IF DONE BY YOU IN YOUR OWN RIGHT CONCERNING ANY AND ALL MATTERS ARISING OUT OF OR FROM, IN CONNECTION WITH OR RELATED TO THE PERFORMANCE OF SERVICES. THE AUTHORITY GRANTED TO DEALER UNDER THIS SECTION SHALL CONTINUE TO BE BINDING UPON YOU UNTIL REVOCATION IN WRITING, SIGNED BY YOU, SHALL HAVE BEEN ACTUALLY RECEIVED BY COMPANY; AND NO SUCH NOTICE SHALL AFFECT ANYTHING DONE BY COMPANY IN RELIANCE HEREON OR PURSUANT HERETO PRIOR TO ACTUAL RECEIPT OF SAID WRITTEN AND SIGNED NOTICE OF REVOCATION. YOU HEREBY RATIFY AND CONFIRM ALL PRIOR AND CONTEMPORANEOUS ACTS OF DEALER IN ACCORDANCE WITH THIS SECTION WHICH YOU ACKNOWLEDGE AND AGREE SHALL BE AND IS DEEMED TO BE RETROACTIVE TO THE INITIAL DATE COMPANY PERFORMED ANY SERVICES FOR YOU OR ON YOUR BEHALF AS A SUBCONTRACTOR OF DEALER.

25. SUBSCRIBER ACKNOWLEDGMENTS. YOU UNDERSTAND, ACKNOWLEDGE AND AGREE AS FOLLOWS:

(I) THE SYSTEM, ONCE INSTALLED BY DEALER OR DELIVERED TO YOU (AS APPLICABLE), IS IN YOUR EXCLUSIVE POSSESSION AND CONTROL. COMPANY ONLY PROVIDES THE SERVICE. YOU MUST TEST THE SYSTEM AT LEAST MONTHLY. YOU MUST ALSO TEST THE SYSTEM WHENEVER (A) RENOVATIONS ARE MADE TO YOUR PREMISES, (B) THE ELECTRICAL SERVICE AT YOUR PREMISES IS REPAIRED OR OTHERWISE SERVICED, (C) DEALER SENDS YOU ADDITIONAL OR REPLACEMENT EQUIPMENT FOR YOUR SYSTEM, OR (D) A CHANGE IS MADE BY YOU OR DEALER TO THE SERVICE.

(II) IF YOUR SYSTEM COMMUNICATES WITH COMPANY OVER THE INTERNET OR A TELEPHONE LINE, YOU MUST TEST THE SYSTEM WHENEVER CHANGES ARE MADE TO THOSE SERVICES AT YOUR PREMISES.

(III) CERTAIN SYSTEMS USE RADIO FREQUENCY WAVES TO COMMUNICATE BETWEEN DEVICES. CERTAIN OBJECTS IN THE PREMISES AND RADIO FREQUENCY WAVES FROM OTHER SOURCES MAY CAUSE INTERFERENCE RESULTING IN MALFUNCTIONS OF THE SYSTEM.

(IV) THE SYSTEM IS NOT INFALLIBLE AND THE TRANSMISSION AND RECEIPT OF COMMUNICATIONS FROM THE SYSTEM MAY BE INTERRUPTED OR OTHERWISE COMPROMISED.

(V) OUR PERSONNEL ARE NOT QUALIFIED MEDICAL PERSONNEL.

(VI) IF YOUR SYSTEM NEEDS TO BE PLUGGED INTO AN ELECTRICAL OUTLET, YOU MUST USE AN OUTLET WITH STANDARD 110 VOLT ELECTRICAL POWER WHICH MUST ALWAYS BE ON. THE OUTLET MUST NOT BE CONTROLLED BY A SWITCH, TIMER OR ANY OTHER METHOD.

(VII) DEPENDING ON WHICH SYSTEM YOU ARRANGED FOR, THE SYSTEM AND THE SERVICES MAY RELY ON THE AVAILABILITY OF YOUR HOME TELEPHONE SERVICE PROVID-

B.O.C.C. Regular

6. a.

Meeting Date: 11/25/2025

Title: Proposed Class Specification - Deputy Chief Criminal Attorney

Submitted By: Erika Guy

TOPIC:

Proposed Class Specification - Deputy Chief Criminal Attorney

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Proposed Class Specification - Deputy Chief Criminal Attorney

Yellowstone County

Proposed Class Specification

Class Title	Deputy Chief Criminal Attorney
Class Code Number	3084
Grade	L (80% of County Attorney Salary)
FLSA	Exempt - Appointed
EEO Function	Financial Administration (1)
EEO Category	Officials and Administrators (1)
Date	November 2025

Job Summary

Manages and directs Deputy County Attorneys regarding the criminal operations and activities in the County Attorney's office; coordinates attorneys, staff and interns working in Justice Court and Youth Court; prosecutes adults charged with felony crimes, as well as misdemeanor and gross misdemeanors that occur in the unincorporated areas of the County and other limited areas as defined by statute; does related duties as required.

Distinguishing Class Features

Highly responsible and difficult management, administrative and legal work involving the planning, direction, and supervision of legal staff in the preparation and litigation of the prosecution of misdemeanor and juvenile criminal cases; responsible for felony, misdemeanor, and gross misdemeanor prosecution of offenses that occur outside city limits but within the County; assigned the responsibility to prosecute certain statutorily designated felony, misdemeanor, and gross misdemeanor cases regardless of where they occur within the County. The work is performed under the general direction and supervision of the Chief Deputy County Attorney and/or County Attorney, an elected official. The Deputy Chief Criminal Attorney should expect to provide input into certain policy-making decisions that include assignment of cases, recommendations as to budgetary and management issues, and assignment of attorneys to the various divisions within the County Attorney's criminal divisions.

This class is distinguished from the Senior Deputy County Attorney position by a more specialized and broader scope of work and by the leadership and performance of an assigned body of criminal prosecution cases for Yellowstone County. Supervision is exercised over the work of assigned Legal Office Supervisor, Legal Assistants and Victim Witness Assistants, and Deputy County Attorneys. Direction and supervision may be exercised over the work of Senior Deputy County Attorneys on a case-by-case basis, or as assigned. The position encompasses much more discretionary decision-making than that of the Senior Deputy County Attorney. The position is responsible for the recruitment, coordination, training, and education of newly hired Deputy County Attorneys as well as second-year law student interns practicing under the Student Practice Rule. The position is responsible for working with the Justice Court and Court Services to ensure services operate properly and the office functions appropriately with those departments. This position will also serve as a legislative liaison, creating and coordinating legislation important to Yellowstone County and facilitating its passage during legislative sessions at the state capital.

This classification has been designated as a non-classified at-will position. This is an appointed position serving at the pleasure of the County Attorney.

Essential Job Duties and Responsibilities

(These are examples only; any one position may not include all of the listed examples nor do the listed examples include all functions, which may be found in positions of this class.)

- ❑ Represents or assigns and supervises casework at the trial, appellate or sentence review level; makes direct recommendations and advises the County Attorney as to legislative matters important to the criminal justice system;
- ❑ Prosecutes criminal offenses in the District, Justice, and Youth Court systems and argues felony and misdemeanor appeals before the appellate courts;
- ❑ Represents the County at hearings, arraignments, entry of pleas, orders to show cause, waiver hearings, pre-trial conferences, preliminary hearings, trials, and appeals and is able to do so in any area of the County Attorney Criminal Division on an as-needed basis;
- ❑ Reviews files, screens law enforcement reports, may investigate crime scenes, and interviews law enforcement officers, victims, and witnesses; acts as a direct liaison with the County governing body, the Montana Attorney General, and the District and Justice Courts;
- ❑ Proceeds to jury trial on major or factually complex felony cases in court with less experienced prosecuting attorneys;
- ❑ Debriefs and trains less experienced attorneys on courtroom nuances.
- ❑ Coordinates promotions of Deputy County Attorneys with the Chief Deputy and/or County Attorney;
- ❑ Facilitates monthly criminal case law updates and coordinates the training and education of attorneys;
- ❑ Evaluates cases under investigation by law enforcement agencies regarding the existence, nature, and degree of offences; sets policy for the County Attorney's Office regarding relationship with law enforcement agencies;
- ❑ Supervises attorneys during felony criminal investigation and ensures they have the resources and training necessary to perform their assigned duties; acts as a direct teacher and mentor for less-experienced-prosecutors;
- ❑ Assigns legal research and evaluates completed work;
- ❑ Consults with staff attorneys and police officers regarding the charging of offenses and authorizes the issuance of criminal charges;
- ❑ Coordinates training and education for law enforcement agencies operating in this jurisdiction;
- ❑ Evaluates the strengths and weaknesses of the prosecution's case and prepares cases for presentation in court;
- ❑ Represents State agencies in enforcement and collection matters when requested;
- ❑ Prosecutes criminal cases in Juvenile Court for criminal violations ranging from misdemeanors to felonies;
- ❑ Performs legal research and prepares written pleadings and memoranda for each case;
- ❑ Negotiates case resolution with defendants and with defense counsel;
- ❑ Assists, advises, and trains law enforcement agencies on preliminary matters and the development of investigations for charging purposes;
- ❑ Prepares administrative and investigative subpoenas;
- ❑ Reviews requests for search warrants, wire taps, arrest warrants, and subpoenas and approves requests for extraditions;

- ❑ Meets with law enforcement officers, government agencies, the public, and other office staffs; acts as a contact with the public and handles both internal and external personnel complaints;
- ❑ Maintains knowledge and skill levels in current case decisions and legislation and conveys this knowledge to fellow deputies and law enforcement;
- ❑ Performs duties of Senior Deputy County Attorney as requested by the Chief Deputy County Attorney or County Attorney;
- ❑ Attends meetings, trainings, conferences and workshops as requested and authorized;
- ❑ Coordinates recruitment, hiring, training, education, and allotment of legal interns and externs seeking temporary employment in the office;
- ❑ Performs related work as required.

Required Knowledge, Skills, and Abilities

Knowledge and understanding of:

- ❑ Modern and highly complex principles and practices of civil/criminal law;
- ❑ Litigation proceedings including Rules of Evidence, Rules of Criminal Procedure, Rules of Juvenile Procedure, Rules of Appellate Procedure, and the Criminal Code;
- ❑ Organization, duties, powers, limitations, and authority of County government and a prosecuting attorney's office;
- ❑ Legal principles and practices, including civil, criminal, constitutional, and administrative law and procedure;
- ❑ Ordinances, statutes, and court decisions relating to local government;
- ❑ Judicial procedure;
- ❑ Legal research, terminology, and procedures;
- ❑ Established precedents and sources of legal reference applicable to criminal prosecution activities;
- ❑ Principles of supervision, training, and performance evaluation;
- ❑ Pertinent Federal, State, and local laws, codes, and regulations;
- ❑ Administrative and personnel policies of the County Attorney's Office;
- ❑ Safety rules, procedures, and practices;
- ❑ Montana Governmental Code of Fair Practices.

Skill to:

- ❑ Interview victims and witnesses in the evaluation of evidence;
- ❑ Research and organize materials for presentations and public speaking;
- ❑ Make decisions in adversarial circumstances;
- ❑ Evaluate personnel.

Ability to:

- ❑ Manage and coordinate the work of supervisory, professional, and technical personnel;
- ❑ Interpret and explain County prosecution policies and procedures;
- ❑ Organize, interpret, and apply legal principles and procedures;
- ❑ Operate within the constraints of a budget
- ❑ Write speeches using original or innovative techniques or style;
- ❑ Make effective and persuasive speeches and presentations on controversial or complex topics to top management, public groups, and/or boards of directors;
- ❑ Present statements of law, fact, and argument clearly and logically;
- ❑ Prepare and present difficult cases in court;
- ❑ Conduct research on complex legal problems and prepare sound legal opinions under time-sensitive deadlines;

- ❑ Properly interpret and make decisions in accordance with laws, regulations, statutes, and policies;
- ❑ Communicate clearly and concisely, both orally and in writing;
- ❑ Operate a personal computer using standard word processing, spreadsheet, and database applications appropriate to assigned duties;
- ❑ Establish and maintain effective working relationships with those contacted in the course of work, including County and other government officials, community groups, the general public, and medical representatives, and so forth;
- ❑ Evaluate office needs, prepare budgetary recommendations, and establish office-wide systems and policies.

Reporting Relationships

Reports to the County Attorney, an elected official and/or the Chief Criminal Deputy County Attorney, an appointed position.

Decision-making Authority:

Positions at this level are distinguished from other classes within the County Attorney's Office by the level of responsibility assumed, complexity of duties assigned, independence of action taken, and the nature of public contact.

Decisions referred include responses to questions outside assigned professional tasks, final approval of budget, and decisions regarding purchase and distribution of capital assets.

Minimum Qualifications

Education/Experience/Training:

- Graduation from a college or university of recognized standing with a law degree, Juris Doctorate; **and**
- Four (4) years' experience practicing law including civil litigation, criminal litigation and/or local government law **or**
- Any equivalent combination of experience, education, and training totaling eight (8) years.

Certifications:

- Must possess valid membership in the Montana State Bar Association;
- Valid driver's license issued by the State of Montana.

Essential Physical Abilities

Essential Physical Abilities:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- Physically sedentary work requiring the ability to sit for long periods of time;
- While performing the duties of this job, the employee is regularly required to stand, walk, bend, stoop, or kneel;
- Use hands to fingers to operate computer hardware, calculators, keyboard and other office equipment;

- The employee frequently is required to reach with hands and arms; must occasionally lift, carry, and/or move journals, large binders or files up to, but not limited to 25 pounds;
- Specific vision abilities required by this job include close and far vision, the ability to adjust focus while operating computers and viewing into monitors and to read paper documents and operate a motor vehicle;
- Clarity of speech and hearing that permits the employee to communicate well with others;
- Personal mobility that permits the employee to serve the general public, access files and other materials in the office and courts and to operate a motor vehicle;
- Work for sustained periods of time maintaining concentrated attention to detail.

Working Conditions:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

- The work environment is generally a busy legal office environment;
- The noise level in the work environment varies from low/moderate to sporadically loud;
- Client attitudes towards staff are sometimes confrontational due to circumstances of various sensitive situations.

Accepted - Board of County Commissioners

Date Stamp

B.O.C.C. Regular

6. b.

Meeting Date: 11/25/2025

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS — Detention Facility - 1 Appointment, 6 Salary & Other, 3 Terminations; **County Attorney** - 1 Appointment; **Youth Services Center** - 1 Termination; **Motor Vehicle** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Hire/Personnel Action Form

NOV 17 2025

Employee Information

Employee
Mathew Combs

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202500314	Full-Time Regular
Person ID	Job Class	Pay Rate
64479055	Detention Officer (D)	\$24.67
Department	Job Class#	HireDate
Sheriff's Office	5090	12/1/25
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Johnson

Approvals

HUMAN RESOURCES	Kevin Gillen	11/17/25 1:56 PM
FINANCE	JENNIFER JONES	11/17/25 1:58 PM

Commissioners Action
Approve Disapprove

Chair	<u>MGW</u>	_____
Member	<u>MGW</u>	_____
Member	<u>MGW</u>	_____



Yellowstone County Commissioners
RECEIVED

NOV 17 2025

Hire/Personnel Action Form

Employee Information

Employee
LeAnn Omo

Hire Information

Position Details	Hire Req#	Job Type
Deputy County Attorney (I) (3070)	202500336	Full-Time Regular
Person ID 64841479	Job Class Deputy County Attorney (I)	Pay Rate \$89,031.25
Department County Attorney's Office	Job Class# 3070	Hire Date 1/12/26
Division N/A		

Comments

2301.122.411100.111, 100%, Replaces Marina Tucker

Approvals

HUMAN RESOURCES	Kevin Gillen	11/17/25 1:56 PM
FINANCE	JENNIFER JONES	11/17/25 1:58 PM

Commissioners Action
Approve _____
Disapprove _____

Chair

Member

Member

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 14 2025

Section 1

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

Name: Michael King Effective Date: 11/20/25
Current Title: Detention Officer Gr. Salary \$ 26.22
Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:

Temp Full Time:
Temp Part Time: Termination: xx
Seasonal Hire: Voluntary Promotion:

Replaces position Transfer:
Name Demotion:
New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account

[Signature] 11/07/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Ken Allen 11-12-25 Note: Paul Jones 11-14-25
Director Date Director Date

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

Chair HH
Member [Signature]
Member MSW

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

NOV 14 2025

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Rylee Williams Effective Date: 12/2/2025
Current Title: Detention Officer Gr. Salary \$ 24.94
Title Change: Gr. Salary \$

Check as Applicable:

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

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account
11/10/2025
 Date
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note:
Ken Miller 11-12-25
Director Date

H.R. Comments:

Note:
Paul Gomez 11-14-25
Director Date
Commissioner's Action
Approve Disapprove

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

Chair
Member
Member

NOV 14 2025

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Emile Bonner Effective Date: 11/16/2025
Current Title: Detention Officer Gr. Salary \$ 24.94
Title Change: Detention Officer /FTO Gr. Salary \$ 25.68

Check as Applicable:

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

Other: add FTO XX Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
- - - - - Percent Split Account



Elected Official/Department Head 11/07/2025 Date

Section 2

Human Resources: Finance:

Note: Note:
Ken Allen 11-12-25 Jul Jones-11-14-25
Director Date Director Date

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

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

Chair
Member
Member

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

NOV 14 2025

Section 1

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

Name: Phoebe Brailer Effective Date: 11/16/2025
 Current Title: Detention Officer Gr. Salary \$ 24.94
 Title Change: Detention Officer /FTO Gr. Salary \$ 25.68

Check as Applicable:

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

Other: add FTO xx Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent ¹⁰⁰ New Account
 - - - Percent Split Account
 11/07/2025

Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Ken Illian 11-12-25 Ken Gerner-11-14-25
 Director Date Director Date

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

 Chair
 Member
 Member

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

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

NOV 14 2025

Section 1

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

Name: Alayana Kissler Effective Date: 11/16/2025

Current Title: Detention Officer Gr. Salary \$ 24.94

Title Change: Detention Officer/ FTO Gr. Salary \$ 25.68

Check as Applicable:

Regular Full Time: XX

Regular Part Time:

Temp Full Time:

Temp Part Time:

Seasonal Hire:

Replaces position
Name

New Budgeted Position

Other: add FTO XX

Funding: 2300 - 135 - 420200 - 111

Percent 100 New Account

Percent Split Account

11/07/2025

Elected Official/Department Head

Date

Section 2

Human Resources:

Finance:

Note:

Note:

Sam Allen 11-12-25
Director Date

Paul Jones 11.14.25
Director Date

H.R. Comments:

Commissioner's Action
Approve Disapprove

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

Chair MM
Member
Member MMW

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 14 2025

Section 1

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

Name: Timothy Ortman Effective Date: 11/16/2025

Current Title: Detention Officer Gr. Salary \$ 24.94

Title Change: Detention Officer/ FTO Gr. Salary \$ 25.58

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination:

Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:

Name

New Budgeted Position Demotion:

Other: add FTO XX Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account

 - - Percent Split Account

[Signature] 11/07/2025

Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: [Signature] 11-12-25 [Signature] 11.14.25

Director Date

H.R. Comments: Commissioner's Action

 Approve Disapprove

 Chair

 Member

 Member

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 18 2025

Section 1

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

Name: Brandon Gerber Effective Date: 11/23/2025

Current Title: Detention Officer Gr. Salary \$ 25.21

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: Voluntary Promotion:

Seasonal Hire: Transfer:

Replaces position Name Demotion:

New Budgeted Position

Other: Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account

Percent Split Account

Brandon Gerber 11/13/2025

Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:

Brandon Gerber 11-17-25 Brandon Gerber 11-18-25

Director Director Date

H.R. Comments: Commissioner's Action

 Approve Disapprove

 Chair

 Member

 Member

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 18 2025

Section 1

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

Name: Austin Wendling Effective Date: 11/12/2025
Current Title: Detention Officer Gr. Salary \$ 24.67
Title Change: Gr. Salary \$

Check as Applicable:

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

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 - Percent Split Account
B. Smith 11/13/2025

Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Ken Allen 11-17-25 Paul Jones 11-18-25
Director Date Director Date

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

Chair MM Member MM Member MM

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 18 2025

Section 1

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

Name: Patricia Halverson Effective Date: 12/3/25
Current Title: JCW Gr. 7 Salary \$ 2515
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Other: resigned - moving

Funding: 2399 - 235 - 420250 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

LBH 11-13-25
Elected Official/Department Head _____ Date _____

Section 2

Human Resources:

Finance:

Note: _____
Ken Allen 11-17-25
Director _____ Date _____

Note: _____
Julianne 11-18-25
Director _____ Date _____

H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

Chair HH _____
Member HH _____
Member HH _____

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

NOV 18 2025

Section 1

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

Name: Kelsey Weik Effective Date: 11/17/25
Current Title: Motor Vehicle Clerk Gr. Salary \$ 18.47
Title Change: Gr. Salary \$

Check as Applicable:

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

Funding: 1000 - 000 - 113410540 - 111 Percent 100 New Account
 Percent Split Account
 11/10/25 Date
 Elected Official/Department Head

Section 2

Human Resources: Finance:
Note: Note:
 Director Director Date
H.R. Comments: Commissioner's Action
 Approve Disapprove

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

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation Board Minutes

Meeting Minutes:

October 15, 2025

The October meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Bob Riehl, Brent Kober and Manager Carl Peters. Taylor Kasperick from Performance Engineering was also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. September 17, 2025, meeting minutes were reviewed, a motion was made by Bob Riehl, seconded by Brent Kober to approve the September 17th minutes, motion carried.

Public Comment:

New Business

1. **\$1,739,00.00 Bond:** The Manager received an email Jennifer Bryan with the Yellowstone County Treasurers office, and they found a couple of combined lots, but the acreage would stay the same, and an email was sent to bond counsel. Three tax codes became one, two tax codes became one, and a “mastercard” with 8 commercial properties that have never been assessed. The Manager submitted an invoice tracker (April to September) to the DRNC (Anna Miller). The Watertronics invoice for \$199,546.00 was submitted to the Yellowstone County Finance Office for payment on 10-9-25. This invoice was reviewed by Mr. Kasperick before submittal. Mr. Kasperick says that there is still 10% due in the Spring after the system is active, to ensure that there aren’t any issues. Mr. Kasperick says that we are about \$16,000.00 ahead of budget compared to what we expected last year. This is mostly due to the interest earned on the Bond account. The Manager pointed out that we are about \$22,000.00 short of putting a canopy over the skid. The board needs to decide on how the canopy should be built. The bid from Askin was for steel members and a roof but we could also build it with 2x4’s and a metal roof.
2. **New Pump Station Project:** The Skid was delivered 10-9-25 and Askin will be working till 11-30-25 as the timeline for substantial completion to get the pipeline and the electrical being connected. PCO for temporary fencing around the skid for 3 to 4 hundred dollars. Mr. Kasperick recommends this to protect the skid. Mr. Kasperick will contact Askin to get a formal PCO for the temporary fencing. The Manager asked Mr. Kasperick had heard anything from Northwestern Energy because he waited up there for 40 minutes. Mr. Kasperick gave Kam the number to the Manager and he went up there last Wednesday to meet him, but he never showed up. Jerry Larosse, the technician from Watertronics will be on site this May for system startup. Todd Sutherland with Askin Construction, asked if we should install a thrust block where the water comes out? Taylor Kasperick said that the pipe is connected by a coupler and thinks that it may be a very good idea to install a thrust block in this area to reduce wear and tear on the connections in the area. Mr. Kasperick also said that all the joints are going to be welded by Askin but thinks it would be beneficial where the pipe bends. The connection point that would likely fail is the mechanical joint from the Watertronics pipe to Askin’s pipe. This would entail a chunk of concrete under a pipe on each side to hold them in place.
3. **2025 LID Assessment List:**
4. **MDT Interchange Projects:** Nothing new. Looks like they are installing CMP down into the ditch for drainage from the highway (I-90) and the Irrigation Intake canal is not storm drainage. The Manager said that he will get in contact with them to let them know that this is not going to work.
5. **OHR Sidewalk Project:** The contractors did a great job installing the new manhole access that replaced the trash rack down by the Dairy Queen drive through.
6. **Clayton ST Project: 60’ Greenwood Culvert extension:** Bill Phauf on Greenwood and he talked about where they are connecting in being a county culvert. The Manager spoke with Jay Anderson, who is the Deputy Public Works Director for Yellowstone County. He asked for the Manager to send over the plans for the Clayton ST project culvert extension because the Manager is unaware of the condition of the culvert that Lance Story is trying to

connect too. The County would have to sign off on this because it is considered county property. If the County is installing a new replacement culvert, they won't connect a county culvert to a private culvert.

7. **Required Audit:** The Manager submitted a nine-month extension on the due date with MT Local Government Bureau on 10-10-25. This will make the audit due June 30, 2026. The Manager hasn't heard anything back from them regarding approval or denial. Kentra Accounting Professionals put together an audit proposal. There were five in Billings that are approved to do this kind of audit. The Manager contacted all five and the only positive response was from Kentra Accounting Professionals. The board asked that the Manager try to obtain a second proposal from another Accounting Firm. The Manager is contacting Brian with Summer McNea to obtain a second proposal. Brent Kober suggested getting ahold of Anna Miller to see if there is any funding to help pay for the audit requirement because it was not considered in the project budget. The Manager said he would investigate this.

Old Business

1. **LID-LWSD Water Rights:** Nothing new.
2. **2014 LID Rate Update 2019:** On Hold.

Manager's Report:

Northwestern Energy no longer has a rebate program for the new pumps, but the Manager has been in contact with Justin Hyatt at DMV Energy Services to help get some assistance. The Manager will have to work with the engineers to get all the information about this business to determine if our project is an energy-efficient project. The phase three sewer project has a lot of crossings on our canals. Mr. Riehl said then we should be charging them the \$500.00 encroachment fee for each crossing. The board agreed. The Manager asked if it would be a better idea to send lateral cleaning letters out in the mail closer to March. The Board agreed that it would be better to send them closer to the beginning of the season. Dale Hanson cleaned 500' of the 60' canal up by Metra RV, plus removal of some Russian Olive trees on the 100' near Cedar Canyon road for \$1,400.00. The Manager was surprised that we have gone over our O&M budget for electricity.

Secretary's Report:

The September financial reports were presented at the October 15th meeting, a motion was made by Brent Kober to approve the financials for September, seconded by Bob Riehl. With no further business, a motion was made to adjourn by Bob Riehl, 2nd by Brent Kober, the meeting was adjourned at 8:02PM. The next board meeting will be on November 19, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Tax Appeal Board Minutes 11/19/25

Submitted By: Erika Guy

TOPIC:

Tax Appeal Board Minutes 11/19/25

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Board Minutes

Yellowstone County Tax Appeal Board

Physical Address:
316 N 26th Street Rm 3101
Billings, MT 59101

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



Yellowstone County Tax Appeal Board

MINUTES

COUNTY: Yellowstone County
PLACE: BOCC Board Room

DATE: November 19th, 2025
TIME: 12:00pm-1:45pm
*SHOW RECESS AND RECONVENTION

BOARD MEMBERS PRESENT:
Dan Cohn
Oscar Heinrich Jr.
Ted Cross

SECRETARY:
Erika Guy

HEARINGS HELD:

12:00pm	Docket #A-10-25	Isern
---------	-----------------	-------

DECISIONS MADE:

Docket #A-10-25/A17951	Isern	Adjusted
------------------------	-------	----------

Docket #A-10-25:

Motion made by Ted Cross to adjust tax code A17951 to \$275,000. Motion seconded by Oscar Heinrich Jr. Motion passed unanimously.

SIGNED:

Dan Cohn, Chair

Instructions for filing:

The Taxpayer should fill out this form to appeal their taxes. The three pages are self-explanatory and easy to use. This new electronic fillable appeal form is on the Montana Tax Appeal Board website, www.mtab.mt.gov.

PAGE ONE

- The upper right hand corner of page 1 is the information box for the county's use.
- The third paragraph with a chart shows the requirements for the next steps of the appeal when filing with or without the AB-26 from the Department of Revenue.
- It is important to note that the taxpayer must pay taxes under protest or they will not receive a refund.
- If DOR is not allowed to inspect the property then the taxpayer must obtain an independent appraisal otherwise the County Tax Appeal Board will not be able to make any changes to DOR's value.
- The next section should be filled out legibly for all future correspondence.

PAGE TWO

- Give the addresses and property description(s) along with the values of land and building values or improvements by the taxpayer and the DOR. The bordered box for the CTAB values shows here.
- In the lower portion of page 2; the taxpayer should explain what is wrong with the DOR's value and what they would like to have corrected by the appeal.

PAGE THREE

- Provide the name of representative (if any) and contact information. The middle of the page explains what the taxpayer will provide for the county and how the process continues. The boxed in section on this page is for the CTAB Chairman to record the decision and date of the decision.
- The remainder of the form gives information about how to appeal to the Montana Tax Appeal Board.

OCT 28 2025

A17951

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Complete this document to appeal a property tax classification or assessment set by the Montana Department of Revenue (DOR). This appeal must be filed with the County Clerk and Recorder of the county where the property is located. This appeal will be heard by that county's Tax Appeal Board (CTAB). The County Tax Appeal Board is not part of the Department of Revenue.

FOR COUNTY APPEAL TAX BOARD USE

Docket Number: A-10-25

Date Filed: 10/28/25

Received by: Erika G.

Only one appeal may be made in each two-year appraisal cycle. The date your appeal is due depends on whether you went through the AB-26 informal review process with DOR.

If you did NOT file an AB-26.	OR	If you went through the AB-26 process.
The county Clerk and Recorder must receive your appeal within 30 days from the date on the DOR's notice of tax classification or assessment.		The county Clerk and Recorder must receive your appeal within 30 days from the date on the final AB-26 decision sent by Montana Dept. of Revenue.

If your appeal is received late it will not be considered. If your property taxes are due before the appeal is resolved, you must pay them under protest if you want them refunded to you.

If you refuse to allow DOR to inspect your property for appraisal you must submit an appraisal conducted by a licensed appraiser who is in good standing and certified in Montana. If you do not, the county and state tax appeal boards cannot revise your valuation.

Name	<u>KART Isern</u>				
Taxpayer Name	<u>KART Isern</u>				
Property County	<u>Yellowstone</u>				
Address	<u>211 Wyoming Ave</u>				
City	<u>Billings</u>	State	<u>MT</u>	Zip	<u>59101</u>
Email	<u>caribouskill@gmail</u>	Phone	<u>907 687 3601</u>		

Was an AB-26 Form filed with the Dept. of Revenue?

Select One: ☐ No ☒ Yes

Decision Date: 10/23/25

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Legal Description of Property:

Street Address	211 Wyoming Ave	No. of Acres	
Lot(s)	5 & 6	Section	04
Block(s)	16	Township	
Addition / Subdiv.		Range	
City / Town	Billings	GEOCode	03-0927-04-1-06-09-0000

	Dept. of Revenue Valuation	Taxpayer Requested Valuation	CTAB Valuation For CTAB use only.
Land	\$ 51,539	35,000	
Buildings & Improvements	245,961	175,000 205,000	
	\$297,600	\$210,000	

This section is your opportunity to describe what you think was incorrect about DOR's classification and assessment and to describe what the Board should do to correct it.

What was incorrect about DOR's classification or assessment?

(Ex: A similar house in my neighborhood sold for less.)

Did not take account of condition of property.
--

What are you asking for to correct the problem?

(Ex: My home should be valued at \$75,000.)

Lower value to a fair value of condition of house

Date	Oct 1 28 12025
Taxpayer Signature	

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Optional: 3rd Party Representation: List below.

I hereby authorize _____ to represent me in this appeal.			
Address			
Email		Phone	
_____/_____/_____ Date		_____ Taxpayer Signature	

Finally, make two copies of this document and:

- Send the original AND one copy to the County Clerk and Recorder.
- Keep one copy for your records.

What Happens Next?

The County Tax Appeal Board will contact you to arrange a hearing with you and the Department of Revenue. After the hearing, the County Tax Appeal Board will provide you with a decision by mail within 3 days.

The following section is for the County Tax Appeal Board to write its decision.

The above application is:	Granted / Denied / <u>Granted in Part</u>
For the following reasons:	Valuation adjusted to \$275,000, based on the Board's concerns about the intangible value of the Superfund plume and the property's proximity to it; also insufficient correction for asbestos insulation in basement.
Date: <u>11/19/25</u>	Chair Signature & County: <u>[Signature]</u> Yellowstone County

You may appeal this County Tax Appeal Board decision to the Montana Tax Appeal Board. To do so, complete and submit an Appeal to the Montana Tax Appeal Board (form MTAB-801), available at www.mtab.mt.gov.

The Montana Tax Appeal Board must receive your appeal within 30 days from when you received the County Tax Appeal Board decision or your appeal will not be accepted.

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: 2025 Municipal General Election Canvass

Submitted By: Teri Reitz, Board Clerk

TOPIC:

2025 Municipal General Election Canvass

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

2025 Municipal General Election Canvass

Results Report
2025 Municipal General Election
November 4, 2025

OFFICIAL RESULTS
CANVASS
Yellowstone

Statistics	TOTAL
Registered Voters - Total	67,751
Ballots Cast - Total	31,563
Voter Turnout - Total	46.59%

BLGS MAYOR

Vote For 1

	TOTAL
AMANDA HOUSLER	1,912
MIKE BOYETT	4,777
JENNIFER OWEN	11,577
MIKE NELSON	11,754
Write-In Totals	51
Total Votes Cast	30,071
Overvotes	25
Undervotes	123
Contest Totals	30,219

MUNCPL COURT JUDGE

Vote For 1

	TOTAL
SHEILA R. KOLAR	22,703
Write-In Totals	701
Total Votes Cast	23,404
Overvotes	13
Undervotes	6,802
Contest Totals	30,219

BLGS CITY COUNCIL WARD 1

Vote For 1

	TOTAL
MARK H. NICHOLSON	2,613
DAVID REDMON	1,610
Write-In Totals	22
Total Votes Cast	4,245
Overvotes	0
Undervotes	114
Contest Totals	4,359

Results Report
2025 Municipal General Election
November 4, 2025

OFFICIAL RESULTS
CANVASS
Yellowstone

BLGS CITY COUNCIL WARD 2

Vote For 1

	TOTAL
EARNEST HAMMER	898
DENIS PITMAN	2,444
KASSI STRONG	2,349
Write-In Totals	14
Total Votes Cast	5,705
Overvotes	4
Undervotes	87
Contest Totals	5,796

BLGS CITY COUNCIL WARD 3

Vote For 1

	TOTAL
AMY AGUIRRE	3,060
TJ ROGERS	2,275
Write-In Totals	23
Total Votes Cast	5,358
Overvotes	3
Undervotes	134
Contest Totals	5,495

BLGS CITY COUNCIL WARD 4

Vote For 1

	TOTAL
ANDREW LINDLEY	4,426
DANIEL TIDSWELL	3,723
Write-In Totals	23
Total Votes Cast	8,172
Overvotes	4
Undervotes	306
Contest Totals	8,482

BLGS CITY COUNCIL WARD 5

Vote For 1

	TOTAL
TONY O'DONNELL	3,461
PATRICK OLP	2,341
Write-In Totals	24
Total Votes Cast	5,826
Overvotes	5
Undervotes	256
Contest Totals	6,087

Results Report
2025 Municipal General Election
November 4, 2025

OFFICIAL RESULTS
CANVASS
Yellowstone

LRL MAYOR

Vote For 1

	TOTAL
HEIDI SPARKS	625
DAVE WAGGONER	660
Write-In Totals	6
Total Votes Cast	1,291
Overvotes	1
Undervotes	9
Contest Totals	1,301

LRL CITY JUDGE

Vote For 1

	TOTAL
MICHELLE MIZE	1,137
Write-In Totals	29
Total Votes Cast	1,166
Overvotes	1
Undervotes	134
Contest Totals	1,301

LRL CITY COUNCIL WARD 1

Vote For 1

	TOTAL
LARRY MCPHAIL	87
SARA NAYLOR	153
Write-In Totals	1
Total Votes Cast	241
Overvotes	0
Undervotes	11
Contest Totals	252

LRL CITY COUNCIL WARD 2

Vote For 1

	TOTAL
BRENT EDGMOND	297
Write-In Totals	6
Total Votes Cast	303
Overvotes	0
Undervotes	12
Contest Totals	315

Results Report
2025 Municipal General Election
November 4, 2025

OFFICIAL RESULTS
CANVASS
Yellowstone

LRL CITY COUNCIL WARD 3

Vote For 1

TOTAL

IRV WILKE	379
Write-In Totals	12
Total Votes Cast	391
Overvotes	0
Undervotes	50
Contest Totals	441

LRL CITY COUNCIL WARD 4

Vote For 1

TOTAL

RICHARD A. KLOSE SR.	260
Write-In Totals	8
Total Votes Cast	268
Overvotes	0
Undervotes	25
Contest Totals	293

BRDVW TOWN COUNCIL

Vote For 3

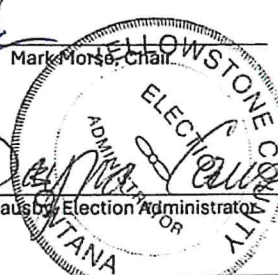
TOTAL

KIRSTEN E. HOPKINS	28
ROGER SWARTZ	35
JOY SWARTZ	30
GAYLEN MONSEN	7
Write-In Totals	0
Total Votes Cast	100
Overvotes	0
Undervotes	29
Contest Totals	129

STATE OF MONTANA)
County of Yellowstone)

We hereby certify that this constitutes a full, true, and complete canvass of the number of votes cast, and declaration of results in the City of Billings, the City of Laurel and the Town of Broadview for the offices enumerated and we hereby declare elected the individuals listed receiving the highest number of votes.

Attest my hand and the seal of said County, hereto affixed this 18th day of November 2025.

 _____ Mark Morse, Chair	 _____ Mike Waters, Member	 _____ Chris White, Member
(Seal)  _____ Dayna Causey, Election Administrator		

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Metra Skybox Renovation IFB - Addendum #1

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Metra Skybox Renovation IFB - Addendum #1

BACKGROUND:

Addendum #1 for the Metra Skybox Renovation IFB was distributed to all participants who attended the mandatory pre-bid meeting. This addendum pushes back the bid deadline to Monday, December 15th, by 3:00PM.

RECOMMENDED ACTION:

File

Attachments

Metra Skybox Renovation - Addendum #1

YELLOWSTONE COUNTY, MONTANA
Invitation for Bid
Metra Skybox Renovation

Addendum #1

November 20th, 2025

The Invitation for Bid for the Metra Skybox Renovation project was released on October 28th, 2025, with bids due on Monday, November 24th, 2025.

This addendum will postpone the bid deadline, as the County has not been able to get questions answered from the Pre-Bid meeting. The new deadline will not be no later than **3:00PM on Monday, December 15th, 2025**. An addendum will follow this when the County has answers to the questions asked in the Pre-Bid meeting.

B.O.C.C. Regular

Meeting Date: 11/25/2025

Title: Snow Removal Contract with Thuesen Landscape LLC

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Snow Removal Contract with Thuesen Landscaping LLC

BACKGROUND:

Snow removal contract for Lone Eagle Subdivision RSID 720M with Thuesen Landscape LLC

RECOMMENDED ACTION:

File

Attachments

Contract

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price
Snow Plowing for Lone Eagle Subdivision RSID 720 M**

This agreement is dated as of the 13 of November 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Thuesen Landscape LLC, Billings Montana (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 all labor and equipment necessary to remove the snow from all constructed roads, including cul-de-sacs, located in the Lone Eagle Subdivision, RSID 720 M, as outlined in the attached Scope of dated January 24, 2018.

Ice:

The Client understands that Thuesen does not provide salting or deicing services to the surface, and that certain locations may not clear the area to "bare pavement", and that slippery conditions may continue to prevail, even after plowing. The client understands Thuesen assumes no liability for this naturally occurring condition. The client agrees to defend and hold harmless Thuesen for all trespasses or suits that may arise because of this naturally occurring condition.

2. Contract Times

This contract will be in effect from November 2025 until May 2026. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor \$142.50 per hour for snow plowing with a one-hour minimum charge per request for plowing. The standard standby charge shall be \$285.00.

4. Contractors Representation

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

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

4.3 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.

- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the 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 Ad-Hoc Acknowledgement of rates and fees
- 5.3 Scope of Work dated January 24th, 2018.
- 5.4 Contractor's current 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 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 cause 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 bind 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, the County and Contractor have signed this Agreement in duplicate. One counterpart each will be delivered to the County and Contractor. All portions of the Contract Documents have been signed, initialed or identified by the County and Contractor.

This Agreement will be effective the 13 day of November 2025

OWNER:
Yellowstone County
Billings, Montana 59101



Monica Plecker
Public Works Director

CONTRACTOR:
Thuesen Landscape LLC.
PO Box 20378
Billings Mt. 59104



Contractor
Jake Thuesen
Phone # 406-855-2771

Snow Plowing in Lone Eagle Subdivision RSID 720 M

Scope of Work – Specifications

Date January 24th 2018

The scope of work includes the following:

Lone Eagle Subdivision is located north of Billings Mt. An aerial map showing its location and the streets to be plowed is available by contacting the County Public Works Department; a hard copy can be picked up or an electronic version emailed.

- The areas to be plowed are all constructed roads in the Subdivision, including cul-de-sacs.
- Snow plowing will automatically be expected once 2 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Jim Baker, may request additional snow plowing if less than 2 inches of snow have accumulated or there is drifting but it must be requested by the Add-Hoc committee member.
- Coordinate with property owners and RSID Ad-Hoc members as necessary.
 - After completion of the work, provide copies of the invoice to:

Ad-Hoc Committee
Member Jim Baker

Address

Phone 850-4610

Email jimbaker88@q.com

