

**OFFICIAL AGENDA**  
**TUESDAY December 16, 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**

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Pledge to the Flag: Moment of Silence: Minutes

**REGULAR AGENDA**

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**9:00 a.m. BID OPENING**

- a. Bid Opening for the 2026 RSID Chip and Crack Seal Project
- b. Bid Opening for the MetraPark Skybox Renovations

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

**CLAIMS**

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**CONSENT AGENDA**

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**1. CLERK AND RECORDER**

- a. Unnumbered COS, Located in Section 7, Township 1 North, Range 25 East, Dedicating a Portion South 64th Street West to the Public.
- b. Amended Plat of Lot 1, YID Subdivision, Located in Section 7, Township 1 North, Range 25 East, Dedicating a Portion South 64th Street West to the Public

**2. COMMISSIONERS**

- a. Board Appointment - Austin Stacey to BSEDA/ David Wanzenried to YCM
- b. Board Reappointment - Cecelia Gavinsky to Historic Preservation Board
- c. Regrets Letter - George Goerig, YCM Board

**3. COUNTY ATTORNEY**

- a. Resolution Regarding Recertification
- b. Yellowstone Valley Childrens Advocacy Center MOU

**4. FINANCE**

- a. City-County Special Investigations Unit Agreement between YCSO & BPD for the Period 1/1/26 through 12/31/26
- b. Billings Chamber of Commerce Ag Banquet Table PILT Request
- c. Snow Plowing Contract with John's Home & Yard for Lockwood Pedestrian Safety District Sidewalks, Addendum #3
- d. ARPA Minimum Allocation Grant (MAG) - Draw Request #6
- e. MetraPark Contract - Best Crowd Management Services

**5. SHERIFF**

- a. Big Horn County Agreement for Adult Detention Services
- b. Project Safe Neighborhoods Grant Funding - Yellowstone County Sheriff's Office

**6. HUMAN RESOURCES**

- a. Yellowstone County Class Specificaiton - Accountant
- b. **PERSONNEL ACTION REPORTS — MetraPark** - 1 Appointment; **Detention Facility** - 1 Appointment, 2 Terminations; **County Attorney** - 1 Termination; **Motor Vehicle** - 2 Terminations

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**FILE ITEMS**

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**1. AUDITOR**

Payroll Audit November 16 to November 30, 2025

**2. FINANCE**

November 2025 Detailed Cash Investment Report

**3. HUMAN RESOURCES**

November 16 - November 30 Payroll Audit

**4. PUBLIC WORKS**

- a. 25-26 Snow Removal Contract with Good Earth Works Company Inc.
- b. 25-26 Snow Removal Contract with River Ridge Landscaping Company

**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**

a.

**Meeting Date:** 12/16/2025

**Title:** Bid Opening for the RSID Chip and Crack Seal Project

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

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**TOPIC:**

Bid Opening for the 2026 RSID Chip and Crack Seal Project

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Refer to staff for recommendation back to this board.

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

b.

**Meeting Date:** 12/16/2025

**Title:** Bid Opening for the Metra Skybox Renovations

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

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**TOPIC:**

Bid Opening for the MetraPark Skybox Renovations

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Refer to staff for recommendation back to this board.

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

1. a.

**Meeting Date:** 12/16/2025

**Title:** COS Yellowstone Industrial ROW

**Submitted For:** Jeff Martin, Clerk And Recorder

**Submitted By:** Jeff Martin, Clerk And Recorder

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**TOPIC:**

Unnumbered COS, Located in Section 7, Township 1 North, Range 25 East, Dedicating a Portion South 64th Street West to the Public.

**BACKGROUND:**

Reviewed.

**RECOMMENDED ACTION:**

Approve.

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

1. b.

**Meeting Date:** 12/16/2025

**Title:** Amended YID Subdivision

**Submitted For:** Jeff Martin, Clerk And Recorder

**Submitted By:** Jeff Martin, Clerk And Recorder

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**TOPIC:**

Amended Plat of Lot 1, YID Subdivision, Located in Section 7, Township 1 North, Range 25 East, Dedicating a Portion South 64th Street West to the Public

**BACKGROUND:**

Reviewed.

**RECOMMENDED ACTION:**

Approve.

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

2. a.

**Meeting Date:** 12/16/2025

**Title:** Board Appointment

**Submitted By:** Erika Guy

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**TOPIC:**

Board Appointment - Austin Stacey to BSEDA/ David Wanzenried to YCM

**BACKGROUND:**

See Attached

**RECOMMENDED ACTION:**

Approve or Deny

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**Attachments**

Austin Stacey

David Wanzenried

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# Yellowstone County



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

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

December 16, 2025

Mr. Austin Stacey  
1636 Hollyhock St.  
Billings, MT 59101

RE: Big Sky Economic Development Authority Board

Dear Mr. Stacey,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to December 31, 2030.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Mark Morse, Chair

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Michael J. Waters, Member

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Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Brandon Berger, 201 North Broadway, Billings, MT 59101

# Yellowstone County



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

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

December 16, 2025

Mr. David Wanzenried  
3101 Peregrine Lane  
Billings, MT 59106

RE: Yellowstone County Museum Board

Dear Mr. Wanzenried,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to June 30, 2028.

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

Sincerely,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

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Mark Morse, Chair

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Michael J. Waters, Member

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Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder  
Mr. Zach Garhart, 1950 Terminal Circle, Billings, MT 59105

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

2. b.

**Meeting Date:** 12/16/2025

**Title:** Board Reappointment

**Submitted By:** Erika Guy

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**TOPIC:**

Board Reappointment - Cecelia Gavinsky to Historic Preservation Board

**BACKGROUND:**

See Attached

**RECOMMENDED ACTION:**

Sign and Mail

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**Attachments**

Cecelia Gavinsky

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# Yellowstone County



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

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

December 16, 2025

Ms. Cecelia Gavinsky  
304 Hallowell Ln  
Billings, MT 59101

RE: Re-appointment to Historic Preservation Board

Dear Ms. Gavinsky,

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

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Mark Morse, Chair

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Michael J. Waters, Member

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Chris White Member

BOCC/eg

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

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

2. c.

**Meeting Date:** 12/16/2025

**Title:** Regrets Letter

**Submitted By:** Erika Guy

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**TOPIC:**

Regrets Letter - George Goerig, YCM Board

**BACKGROUND:**

See Attached

**RECOMMENDED ACTION:**

Sign and Mail

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**Attachments**

George Goerig

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# Yellowstone County



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

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

December 16, 2025

Mr. George Goerig  
4010 Chara Ln  
Billings, MT 59105

Dear Mr. Goerig,

Thank you for your application for the opening on the Yellowstone County Museum Board. There were several good candidates and, as always, the decision was a difficult one. We are notifying you that we have selected another candidate to serve on this board.

Your application will remain on file for a period of six (6) months from the date of this letter, and should another vacancy occur on this board in that time, your application will be reconsidered.

We do have other county boards and would like to encourage you to consider applying for them. Board openings and applications are posted on our website at [www.yellowstonecountymt.gov](http://www.yellowstonecountymt.gov).

Again, thank you very much for your interest in community service for Yellowstone County.

Very truly yours,

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA

\_\_\_\_\_  
Mark Morse, Chairman

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

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

BOCC/eg

cc: Board Clerk – Clerk & Recorders

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

3. a.

**Meeting Date:** 12/16/2025

**Title:** Resolution Regarding Recertification

**Submitted By:** Steve Williams

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**TOPIC:**

Resolution Regarding Recertification

**BACKGROUND:**

Due to issues with administrative implementation of taxable values caused by HB 231, the Board has asked for a resolution directing the Treasurer to seek revised certified values from the Department of Revenue, and to issue new bills based on these values where the previous bills were artificially low.

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Resolution re Recertificaiton

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**YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS**

Resolution No. 25-134

**RESOLUTION DIRECTING THE COUNTY TREASURER TO REQUEST REVISED CERTIFIED VALUES FROM THE MONTANA DEPARTMENT OF REVENUE AND TO RECERTIFY COUNTY LEVIES AND ISSUE REVISED TAX STATEMENTS**

**WHEREAS**, the Montana Department of Revenue (DOR) is responsible for determining taxable values for all property within Yellowstone County pursuant to Title 15, MCA; and

**WHEREAS**, House Bill 231 and subsequent administrative implementation resulted in valuation adjustments across multiple classes of property for tax year 2025; and

**WHEREAS**, the County has determined that the valuation adjustments issued by the DOR materially affected the certified taxable values used for calculation of County levies; and

**WHEREAS**, the Department of Revenue has acknowledged that updated values may be provided upon request when necessary to ensure accurate levy certification; and

**WHEREAS**, the Board of County Commissioners finds that use of corrected certified values is necessary to comply with statutory levy limits, maintain uniformity and equity in taxation, and avoid improper or disproportionate tax burdens resulting from valuation changes associated with HB 231; and

**WHEREAS**, the County Treasurer is responsible for preparing and issuing tax statements based on the certified values provided by the DOR and the levies adopted by the Board, and revised values necessarily require recertification and reissuance of statements.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Yellowstone County as follows:

1. The Yellowstone County Treasurer is hereby directed to submit a formal request to the Montana Department of Revenue for issuance of revised certified values for all affected properties and districts within Yellowstone County for the current tax year.
2. Upon receipt of revised certified values from the Department of Revenue, the Treasurer shall rebill based on the revised mills for all County levies, and where applicable, school district and special district levies that rely on certified valuations determined by DOR.
3. The County Treasurer is further directed to prepare, issue, and mail revised tax statements to all affected taxpayers consistent with the recertified values and corrected mill levies, except those properties whose bill would increase less than five dollars.

Resolution No. 25 – 134

**RESOLUTION DIRECTING THE COUNTY TREASURER TO REQUEST REVISED CERTIFIED VALUES FROM THE MONTANA DEPARTMENT OF REVENUE AND TO RECERTIFY COUNTY LEVIES AND ISSUE REVISED TAX STATEMENTS**

4. The Treasurer and County Finance Office are authorized to take all necessary administrative steps to implement this Resolution, including coordination with the Department of Revenue and communication with affected taxing jurisdictions.

Passed and Adopted on the 16th day of December 2025.

BOARD OF COUNTY COMMISSIONERS  
YELLOWSTONE COUNTY, MONTANA.

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Mark Morse, Chair

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Michael J. Waters, Member

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Jeff Martin, Clerk and Recorder

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Chris White, Member

Resolution No. 25 – 134

**RESOLUTION DIRECTING THE COUNTY TREASURER TO REQUEST REVISED CERTIFIED  
VALUES FROM THE MONTANA DEPARTMENT OF REVENUE AND TO RECERTIFY COUNTY  
LEVIES AND ISSUE REVISED TAX STATEMENTS**

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

3. b.

**Meeting Date:** 12/16/2025

**Title:** YVCAC MOU

**Submitted By:** Steve Williams

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**TOPIC:**

Yellowstone Valley Childrens Advocacy Center MOU

**BACKGROUND:**

The County Attorney's Office has had MOUs in place with RiverStone regarding the joint support for Yellowstone Valey Children's Advocacy Center (YVCAC) for the past 5+ years. Attached is a renewed version. This contract previously came before the board this year. The Board had concerns about the renewal provision of the contract. This has been removed so it does not automatically renew.

**RECOMMENDED ACTION:**

Approve

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**Attachments**

YVCAC MOU

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# **MEMORANDUM OF UNDERSTANDING**

## **Between the Yellowstone County Attorney's Office and RiverStone Health**

### **PURPOSE**

This Memorandum of Understanding (MOU) is entered into by the Yellowstone County Attorney's Office (the County) and RiverStone Health to support the sustainability of the **Yellowstone Valley Children's Advocacy Center (YVCAC)** within RiverStone Health, which will facilitate a multidisciplinary team that will work together embracing the fundamental elements that make up the ten National Children's Alliance Standards for Accredited Members to reduce the trauma child victims experience and enhance the ability to respond to child maltreatment.

### **DURATION and TERMINATION**

The duration of this MOU is from date of signatures to June 30, 2026, subject to termination without cause by either party at any time during the MOU, if preceded by a ninety (90) day written notice to the other party.

The contract may be renewed upon the written agreement of both parties on a yearly basis. In the event that the contract is terminated by either party prior to June 30, 2026, or prior to the completion of any future renewal period, the County will be responsible only for the prorated amount of its \$55,000 payment accrued at the effective date of the termination. Any excess amount of the County's payment must be refunded to the County within 30 days of the termination date.

### **RESPONSIBILITIES OF PARTIES**

RiverStone Health will provide building space to house interview room(s), equipment/viewing/meeting room and office/workspace for the YVCAC Coordination and

Advocacy. RiverStone Health shall supply to serve as the YVCAC Coordinator. RiverStone Health shall supply a computer, various office equipment, cell phone and cell phone service and other necessary equipment, supplies, and program space for effective staffing of the Yellowstone Valley Children's Advocacy Center. The county will provide an annual lump sum payments to RiverStone Health in the amount of \$55,000 .00 for the fiscal year July 2025–June 2026. \$40,000 of this lump sum payment shall be used for operations match for the Yellowstone Valley Children's Advocacy Center's operations. The other \$15,000 will be used to support non urgent medical forensic exams provided at Riverstone Health. The County shall designate a staff member(s) to participate on the multidisciplinary team for the duration of this MOU.

**CREATION OF LEGAL ENTITY-PROPERTY**

No separate legal entity is created by this MOU. No real or personal property will be owned jointly during the term of the MOU, and therefore, no agreement needs to be made related to the disposition of such property. In addition, nothing in the agreement creates an employer-employee relationship.

**INSURANCE**

The Center at its own expense will indemnify, defend, and hold harmless the County, its employees, elected officials, representatives, agents, and affiliates from and against any claim action, or other proceedings brought against the County and any loss or damage (including attorney fees and costs), that related in any way to RiverStone Health's own negligence, or RiverStone Health's failure to perform as required under this MOU.

The County at its own expense will indemnify, defend, and hold harmless RiverStone Health, its employees, representatives, agents and affiliates from and against any claim, suit action or other proceedings brought against RiverStone Health and any loss or damage (including attorney fees and costs), that relate in any way to the County's own negligence or the County's failure to perform as required under this MOU.

**GENERAL PROVISIONS**

Assignment: No party shall assign, transfer, or convey any right or obligation set forth in this MOU without prior written consent of the other party.

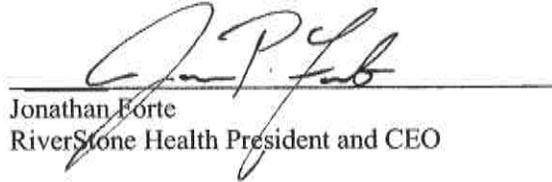
Complete Agreement: This MOU constitutes the sole and entire agreement between the parties here to. No other terms or conditions shall be binding upon either party unless, accepted in writing. This MOU supersedes any previous oral or written agreements between the parties.



\_\_\_\_\_  
Scott Twito  
Yellowstone County Attorney

12-8-25

\_\_\_\_\_  
Date



\_\_\_\_\_  
Jonathan Forte  
RiverStone Health President and CEO

10/14/25

\_\_\_\_\_  
Date

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

4. a.

**Meeting Date:** 12/16/2025

**Title:** CCSIU Agreement 2026

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

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**TOPIC:**

City-County Special Investigations Unit Agreement between YCSO & BPD for the Period 1/1/26 through 12/31/26

**BACKGROUND:**

Renewal of existing agreement.

**RECOMMENDED ACTION:**

Consent & sign.

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**Attachments**

CCSIU Agreement 2026

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# ***AGREEMENT***

## ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***

This Agreement establishes and governs the operation of the ***CITY-COUNTY SPECIAL INVESTIGATIONS UNIT (CCSIU)***:

The undersigned public agencies are charged with enforcing the law and protecting their citizens from illegal activity. Recognizing that resources are limited and that such limitations are detrimental to combating crime within Yellowstone County and the City of Billings, and recognizing that the problem can be most effectively resolved by pooling of resources and the joint exercise of respective authorities, a joint CCSIU is established.

***PARTIES:*** This Agreement is between:

- (1) Billings Police Department
- (2) Yellowstone County Sheriff's Office

***DURATION:*** This Agreement is in effect from January 1, 2026 through December 31, 2026.

### **PROJECT DESCRIPTION:**

It is proposed that a joint City-County Special Investigations Unit be established. This Unit will be comprised of personnel assigned from the Yellowstone County Sheriff's Office and the Billings Police Department. It is agreed that full-time investigative personnel will be assigned to the Unit. The CCSIU will be a component of the Rocky Mountain High Intensity Drug Traffic Area (RMHIDTA). Either agency may withdraw from the Unit at any time with 30 days notice.

### **STRUCTURE AND ORGANIZATION:**

The Unit Supervisor and Unit members will be determined by mutual agreement between both agencies. The Unit Supervisor shall be responsible to keep both agencies informed on all matters relating to the operations, including expenditures, accomplishments, problems and all other issues involving the CCSIU.

All persons assigned to the Unit shall work under the immediate supervision and direction of the Unit Supervisor. City Detectives will be indirectly supervised and evaluated by the Captain of Investigations or his designee. All persons assigned to the Unit shall adhere to the rules and regulations as set forth in the Unit's Policy and Procedures Manual, as well as their individual departmental rules, policies and procedures.

For the purpose of indemnification of participating jurisdictions against losses, damages, or liabilities arising out of the services and activities of the Unit, the personnel so assigned by any

jurisdiction shall be deemed to be continuing under the employment of that jurisdiction and its police department.

Each agency contributing personnel to the Unit will continue that employee as an employee of the contributing agency and will be solely responsible for that employee, including wages and benefits.

Any duly sworn peace officer, while assigned to duty with the Unit as herein provided and working at the direction of the Unit Supervisor, shall have the same powers, duties, privileges, protections and immunities as are conferred upon him/her as a peace officer in his/her own jurisdiction. Billings Police Officers will be deputized as Yellowstone County Sheriff's Deputies while assigned, even on a temporary basis, to the CCSIU.

### **CONTEMPLATED UNIT TASKS:**

At the direction of the Unit Supervisor, the CCSIU will concentrate efforts on local cases. Investigations will center around narcotics trafficking and organized criminal activities. In circumstances where a determination of specific priorities of these investigations must be made, the Unit Supervisor will make the determination in consultation with the Sheriff and Police Chief, or their designees.

### **UNIT OBJECTIVES:**

This section identifies specific targeted objectives to be attained by the CCSIU during the program year.

- 1) Disrupt illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 2) Gather and report intelligence data relating to illegal drugs, drug/gang and organized criminal activities within the City, County and State.
- 3) Make arrests that will impact all levels of drug and organized criminal activities.
- 4) Effectively prosecute drug traffickers and organized criminal activity participants.
- 5) Promote law enforcement cooperation through joint investigations and close coordination with other police agencies and task forces.

### **PETTY CASH AND FORFEITURE FUND:**

Agencies involved in the City-County Special Investigations Unit will each place *NINE THOUSAND DOLLARS* (\$9,000.00) into the Petty Cash Fund. The monies will be utilized by the Unit for buys and informants. As financial transactions take place, an equal amount of monies will be deducted from each agency's monies. The Supervisor of the Unit will be responsible for administering the monies as needed and keeping a running log of all expenditures, to include incident numbers and reason for purchase(s). The money log will be

audited by the Yellowstone County Auditor or his/her representative, on a quarterly basis. A copy of the audit will be submitted to the Captain of Investigations or his designee.

Replacement of the Petty Cash Fund will be accomplished by the following procedures:

*CITY OF BILLINGS:*

The Unit Supervisor will make a written request through the Captain in charge of Investigations or his designee, who, in turn, will approve the request and submit it to the City Finance & Administrative Services Department. The City Financial Services Manager will direct monies to the Unit Supervisor, who will deposit the reimbursement back to the Petty Cash Fund.

*YELLOWSTONE COUNTY:*

The Unit Supervisor will make a written request to the Yellowstone County purchasing department to replenish their portion of the fund.

Forfeiture vehicles that are to be sold at auction will be sold at either the Yellowstone County Sheriff's Sale or at auction by the Billings Police Department. Any forfeiture monies acquired by the Unit from any source will be split equally between the agencies. Each entity is responsible for requesting their share. All forfeiture procedures will be handled by the Unit Supervisor and the Yellowstone County Attorney's Office, at no cost to the City.

**ASSET SHARING:**

Any non-signatory state or local law enforcement agency that directly participates in an investigation or prosecution that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture.

**INDEMNITY CLAUSE:**

The City shall have the duty to defend Yellowstone County and shall indemnify and hold harmless Yellowstone County and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claims, liability, damage, loss, judgment or expense is caused in whole or in part, by a negligent act, error or omission of the City, its employees or agents.

Yellowstone County shall have the duty to defend the City and shall indemnify and hold harmless the City and its agents and employees from and against all claims, liabilities, damages, losses, judgments and expenses, including attorney's fees, arising out of or resulting from this contract provided that any such claim, liability, damage, loss or expense is caused in whole or in part by any negligent act, error, or omission of Yellowstone County, its employees, officials or agents.

**RESOURCES:**

All available resources that are currently available in the City of Billings Investigations Division and in the Yellowstone County Investigations Division will be made available to the CCSIU. Any specialized equipment that is not being kept at the location of the CCSIU office will need to be borrowed by an assigned CCSIU detective from that agency.

THIS AGREEMENT IS EXECUTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 25.

SIGNED:

\_\_\_\_\_  
*MAYOR, CITY OF BILLINGS*

DATE \_\_\_\_\_

\_\_\_\_\_  
*COUNTY COMMISSIONER CHAIR*

DATE \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
DENISE BOHLMAN, CITY CLERK  
CITY OF BILLINGS

\_\_\_\_\_  
JEFF MARTIN  
CLERK AND RECORDER  
YELLOWSTONE COUNTY

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY  
CITY OF BILLINGS

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

4. b.

**Meeting Date:** 12/16/2025

**Title:** Billings Chamber of Commerce Ag Banquet Table

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

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

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**TOPIC:**

Billings Chamber of Commerce Ag Banquet Table PILT Request

**BACKGROUND:**

Table for Yellowstone County at the 2026 Ag Banquet

**RECOMMENDED ACTION:**

Consent

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**Attachments**

Billings Chamber of Commerce Ag Banquet Table Invoice

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**Billings Chamber of Commerce**  
 PO Box 31177  
 Billings, MT 59107  
 (406) 245-4111 | fax:  
 info@BillingsChamber.com

# Invoice

Invoice Date: 12/9/2025  
 Invoice Number: 111453

MetraPark  
 Cody Reitz  
 308 6th Avenue N.  
 PO Box 2514  
 Billings, MT 59103

Terms	Due Date
Due on receipt	12/9/2025

Description	Quantity	Rate	Amount
2026 Ag Banquet (Cody Reitz, Additional Attendee, Additional Attendee)	1	\$800.00	\$800.00
<b>Subtotal:</b>			<b>\$800.00</b>
<b>Tax:</b>			<b>\$0.00</b>
<b>Total:</b>			<b>\$800.00</b>
<b>Payment/Credit Applied:</b>			<b>\$0.00</b>
<b>Balance:</b>			<b>\$800.00</b>

Membership dues are 90% deductible for Chamber members as an ordinary and necessary business expense. The nondeductible 10% portion of your membership dues are used for lobbying expenditures.

*Keep this portion for your records*

*Please return this portion with your payment*

**FROM:**

MetraPark  
 Cody Reitz  
 308 6th Avenue N.  
 PO Box 2514  
 Billings, MT 59103

**Invoice #** 111453

**Amount Due** \$800.00

**Please remit payment to:**

**Billings Chamber of Commerce**  
 PO Box 31177  
 Billings, MT 59107

Amount Paid \$ \_\_\_\_\_

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

4. c.

**Meeting Date:** 12/16/2025

**Title:** Lockwood Pedestrian District - Snow Removal Contract

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

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**TOPIC:**

Snow Plowing Contract with John's Home & Yard for Lockwood Pedestrian Safety District Sidewalks, Addendum #3

**BACKGROUND:**

Snow Plowing Contract with John's Home & Yard for Lockwood Pedestrian Safety District Sidewalks, Addendum #3.

**RECOMMENDED ACTION:**

Renew snow plowing contract.

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**Attachments**

LPSD - John's Home & Yard Addendum #3

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December 16, 2025

Contract Addendum #3

Yellowstone County and John's Home & Yard - Lockwood Pedestrian Safety District Sidewalk snow removal.

The original contract for Lockwood Pedestrian Safety District snow removal was signed on December 13<sup>th</sup>, 2022. Addendum #1 signed on October 31<sup>st</sup>, 2023 to increased the scope for additional completed sidewalk. Addendum #2 was signed November 12, 2024 to extend the contract an additional winter season.

Addendum #3 will extend the contract for an additional winter season expiring April 1<sup>st</sup>, 2026 and increase the scope of work the additional sidewalk that was completed along Old Hardin Road.

Each snow event will now be \$1,000.00 (previously \$800) per snow event. All other terms of the contract will remain the same.

Owner:

Yellowstone County  
Billings, MT 59101

Contractor:

John's Home & Yard  
Billings, MT 59101

\_\_\_\_\_  
Mark Morse  
BOCC Chair

Date

\_\_\_\_\_  
  
Matt Singer, Owner  
John's Home & Yard

Date

12/11/2023

Attest:

\_\_\_\_\_  
Jeff Martin, Clerk & Recorder

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

4. d.

**Meeting Date:** 12/16/2025

**Title:** ARPA Minimum Allocation Grant (MAG) - Draw #6

**Submitted For:** Russell Burton, Comptroller

**Submitted By:** Russell Burton, Comptroller

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**TOPIC:**

ARPA Minimum Allocation Grant (MAG) - Draw Request #6

**BACKGROUND:**

Yellowstone County is the pass through for Worden Ballantine Water & Sewer District's ARPA Minimum Allocation Grant. This is the request for funds that will be submitted to the DNRC ARPA Program for invoices that they have already paid.

**RECOMMENDED ACTION:**

Approve

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**Attachments**

Worden-Ballantine WSD ARPA MAG Draw Request #6

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# Yellowstone County



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

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

December 16, 2025

Christalle Thompson, ARPA Grant Specialist  
Montana Department of Natural Resources & Conservation  
Via: EMAIL

Subject: Yellowstone County Worden-Ballantine Water & Sewer District Water System Improvements  
Request for Relief

Dear Christalle :

Worden-Ballantine Water & Sewer District seeks relief from ARPA Grant Agreement AM-22-0063, Section 7, which states that the Subrecipient agrees to submit documentation of its grant expenses to receive reimbursement from DNRC. While the district is anxious to pay our vendors on the project, the district does not maintain reserves for expenditures as large as those that the vendors require.

Invoices from the District accompany this letter to indicate which invoices were submitted with **AM-22-0063 Draw #6 for \$510,336.32** Those expenses shown without warrant numbers have not been paid to date.

The district understands and will comply with the requirement to pay vendors within 7 days of receipt of the funds from DNRC and will provide documentation of that payment within 10 days of receipt of funds from DNRC.

Thank you for promptly releasing funds to Worden-Ballantine Water & Sewer District.

Sincerely,

Mark Morse, Chair  
Yellowstone County Commissioners

STATE OF MONTANA	<ul style="list-style-type: none"> <li>VENDOR RETURNS SIGNED ORIGINAL</li> <li>FILE ORIGINAL WITH TRANSFER-WARRANT CLAIM.</li> </ul>
<b>VENDOR INVOICE</b>	
VENDOR'S NAME AND ADDRESS	BILLED TO
Yellowstone County 217 North 27th Billings, MT 59101	DNRC-CARDD PO Box 201601 Helena, MT 59620-1601 Attn Grant Manager: Christalle Thompson

PROJECT INFORMATION:			
Grant Agreement Number:	AM-22-0063	Project Name	Worden Ballantine WSD Water System Improvements
Period of Performance:	11/01/25 - 11/30/25	Reimbursement Request Number:	6

DESCRIPTION OF GOODS DELIVERED OR SERVICES RENDERED:				
Name of Business/Vendor	Invoice Number	Dates of Service/ Invoice Date	Budget Category / Task Number and Description (see Grant Agreement Attachment B Budget)	Amount
Askin Construction, LLS	4	12/1/2025	Construction	\$505,232.96
MT DOR 1% CGR	4	12/1/2025	Construction	\$5,103.36
<b>GRAND TOTAL</b>				<b>\$510,336.32</b>

STATE USE ONLY APPROVED FOR PAYMENT		<i>I certify that this invoice is correct in all respects and that payment has not been received.</i>	
		Authorized Recipient Name	Mark Morse
		Date Processed	
Authorized Signature		Authorized Recipient Signature	
Date		Title	Yellowstone County Commissioner, Chair



## 1% Contractor's Gross Receipts Gross Receipts Withholding Return

Form CGR-2 is required to be completed and mailed to the Department of Revenue within 30 days after each payment is made to the prime contractor or subcontractor.

1.	<b>Contract awarded by:</b> Enter the federal employer identification number, business name and address. Place an "X" in the "Government Entity" box if you are remitting the 1% contractor's gross receipts payment on behalf of a prime contractor. Place an "X" in the "Prime Contractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;">           Government Entity <input type="checkbox"/>      Prime Contractor <input type="checkbox"/> </div>
Federal Identification Number (FEIN)	
Name	
Address	
City	
State	
Zip Code	
2.	<b>Contract awarded to:</b> Enter the federal employer identification number, business name and address. Place an "X" in the "Prime Contractor" box if you are remitting the 1% contractor's gross receipts on behalf of a prime contractor. Place an "X" in the "Subcontractor" box if you are allocating the 1% contractor's gross receipts from your prime contractor's account to your subcontractor's account. <div style="text-align: center;">           Prime Contractor <input type="checkbox"/>      Subcontractor <input type="checkbox"/> </div>
Federal Identification Number (FEIN)	
Name	
Address	
City	
State	
Zip Code	
3.	Enter the Government Issued Purchase Order Number here. ....3.
4.	Enter the contract award date here. ....4.      ____/____/20__
5.	Enter the month and year this payment was earned. ....5.      ____/20__
6.	Enter the gross dollar amount due to the prime contractor or subcontractor here. ....6.      \$
7.	Multiply the amount on line 6 by 1% (.01) and enter the result here. <b>This is your 1% Contractor's Gross Receipts.</b> .....7.      \$
8.	Subtract line 7 from line 6 and enter the result here. <b>This is the net amount paid to the prime contractor or subcontractor.</b> .....8.      \$
9.	Check the box below that identifies the type of return you are filing and enter the date the payment was made to the prime contractor or subcontractor.....9.      ____/____/20__ 9(a) <input type="checkbox"/> I am enclosing the amount reported on line 7 for credit to my prime contractor's account. 9(b) <input type="checkbox"/> I am allocating the amount reported on line 7 for credit to my subcontractor's account.
10.	Enter a description of the work performed under this contract.
11.	Enter the location in Montana where this work is performed. Be specific with your description.

<b>Withholding return submitted by:</b> Select the appropriate box identifying which entity is completing this return; sign this return and enter the information requested below. <div style="text-align: center;">           Government Entity <input type="checkbox"/>      Prime Contractor <input type="checkbox"/>      Subcontractor <input type="checkbox"/> </div>	
Preparer's Signature	
Preparer's Title	Date
Telephone Number	Fax Number

Please mail this registration to:  
Department of Revenue, P.O. Box 5835, Helena, MT 59604-5835

**Contractor's Application for Payment**

<b>Owner:</b> <u>WBYC Water and Sewer District</u>	<b>Owner's Project No.:</b> _____
<b>Engineer:</b> <u>Great West Engineering, Inc.</u>	<b>Engineer's Project No.:</b> <u>2-16103</u>
<b>Contractor:</b> <u>Askin Construction, LLS</u>	<b>Contractor's Project No.:</b> _____
<b>Project:</b> <u>Phase 4 Water System Improvements</u>	
<b>Contract:</b> <u>WBTC Water and Sewer District Phase 4 Water System Improvements</u>	
<b>Application No.:</b> <u>#4</u>	<b>Application Date:</b> <u>12/1/2025</u>
<b>Application Period:</b> <b>From</b> <u>10/25/2025</u> <b>to</b> <u>11/28/2025</u>	

1. Original Contract Price	\$ 1,678,963.00
2. Net change by Change Orders	\$ 60,024.58
3. Current Contract Price (Line 1 + Line 2)	\$ 1,738,987.58
4. Total Work completed and materials stored to date (Sum of Column G Lump Sum Total and Column J Unit Price Total)	\$ 1,765,984.58
5. Retainage	
a. <u>5%</u> X <u>\$ 1,765,984.58</u> Work Completed	\$ 88,299.23
b. <u>0%</u> X _____ Stored Materials	\$ -
c. Total Retainage (Line 5.a + Line 5.b)	\$ 88,299.23
6. Amount eligible to date (Line 4 - Line 5.c)	\$ 1,677,685.35
7. Less previous payments (Line 6 from prior application)	\$ 1,167,349.03
8. Gross Amount due this application	\$ 510,336.32
9. 1% MT Gross Receipts Tax (1% x Line 8)	\$ 5,103.36
10. Unscheduled Employment of the Engineer	\$ -
11. Current Payment Due (Line 8-9-10)	\$ 505,232.96
12. Balance to finish, including retainage (Line 3 - Line 6)	\$ 61,302.23

**Contractor's Certification**

The undersigned Contractor certifies, to the best of its knowledge, the following:

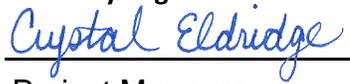
(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

**Contractor:** Askin Construction, LLC

**Signature:**  **Date:** 12/1/2025

<b>Recommended by Engineer</b>	<b>Approved by Owner</b>
<b>By:</b> <u></u>	<b>By:</b> _____
<b>Title:</b> <u>Project Manager</u>	<b>Title:</b> _____
<b>Date:</b> <u>12/3/25</u>	<b>Date:</b> _____
<b>Approved by Funding Agency</b>	
<b>By:</b> _____	<b>By:</b> _____
<b>Title:</b> _____	<b>Title:</b> _____
<b>Date:</b> _____	<b>Date:</b> _____



**Progress Estimate - Unit Price Work**

**Contractor's Application for Payment**

<b>Owner:</b>	WBYC Water and Sewer District	<b>Owner's Project No.:</b>	
<b>Engineer:</b>	Great West Engineering, Inc.	<b>Engineer's Project No.:</b>	2-14109
<b>Contractor:</b>	Askin Construction, LLS	<b>Contractor's Project No.:</b>	
<b>Project:</b>	Phase 4 Water System Improvements		
<b>Contract:</b>	WBTC Water and Sewer District Phase 4 Water System Improvements		

<b>Application No.:</b>	#4	<b>Application Period:</b>	From	10/25/25	to	11/28/25	<b>Application Date:</b>	12/01/25			
A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
<b>Change Orders</b>											
CO1	Existing System Isolation	1.00	LS	60,387.00	60,387.00	0.53	32,155.00		32,155.00	53%	28,232.00
CO2	Tie-in at S 15th Rd and E I Rd	1.00	LS	(36,625.00)	(36,625.00)		-		-	0%	(36,625.00)
CO3	Drain Tile Line	1.00	LS	36,262.58	36,262.58	1.00	36,262.58		36,262.58	100%	-
				-	-		-		-		-
				-	-		-		-		-
<b>Change Order Totals</b>					<b>\$ 60,024.58</b>		<b>\$ 68,417.58</b>	<b>\$ -</b>	<b>\$ 68,417.58</b>	<b>114%</b>	<b>\$ (8,393.00)</b>
<b>Original Contract and Change Orders</b>											
<b>Project Totals</b>					<b>\$ 1,738,987.58</b>		<b>\$ 1,765,984.58</b>	<b>\$ -</b>	<b>\$ 1,765,984.58</b>	<b>102%</b>	<b>\$ (26,997.00)</b>

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

4. e.

**Meeting Date:** 12/16/2025

**Title:** MetraPark Contract - Best Crowd Management Services

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

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

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**TOPIC:**

MetraPark Contract - Best Crowd Management Services

**BACKGROUND:**

MetraPark is requesting Commissioners approval for a contract with Best Crowd Management, Inc., the awarded participant in the Metra Crowd Management Services RFP. Contract will be effective on December 16th, with an initial period of two years.

**RECOMMENDED ACTION:**

Sign contract and return a copy to Finance.

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**Attachments**

Best Crowd Management Contract

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## YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Best Crowd Management, Inc., herein referred to as “CONTRACTOR”, whose address is 199 Coon Rapids Blvd. Suite 111, Coon Rapids, MN 55433.

THE PARTIES AGREE AS FOLLOWS:

**1. SCOPE OF SERVICES:** CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications outlined in COUNTY’s Request for Proposals dated October 21<sup>st</sup>, 2025.

**2. INDEPENDENT CONTRACTOR:** COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

**3. EFFECTIVE DATE AND TIME OF PERFORMANCE:** CONTRACTOR shall commence work on December 9<sup>th</sup>, 2025. The contract will be in effect for an initial period of two years (2) years with a yearly review of rates. An optional renewal period of three (3) years and an additional two (2) year extension will be available if both COUNTY and CONTRACTOR agree for a total possible contract term of seven (7) years. If one party does not wish to extend the contract for either of these periods, the party will send written notification of their intent no less than 60 days in advance.

**4. COMPENSTATION:** COUNTY shall pay CONTRACTOR the hourly rates shown in Exhibit A – CONTRACTOR’s price sheet. Future rate changes will be negotiated on a yearly review.

CONTRACTOR shall pay COUNTY \$500.00 per month to use the office space provided by MetraPark. Future rate changes are allowed in any contract extensions if both the COUNTY and CONTRACTOR agree to the proposed rates.

CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. COUNTY shall pay invoices within 30 days of invoice date.

If COUNTY fails to pay any undisputed amounts within thirty (30) days of receipt of any accurate invoice, COUNTY agrees to pay interest at the rate of 1.5% per month, or the highest amount permitted under applicable law, whichever is lower, on the unpaid balance computed from the due date. In the event that there shall be any default in payment under the terms of this Agreement, CONTRACTOR will be entitled to recover from COUNTY all of its reasonable costs of collection, including its reasonable attorney’s fees

**5. STAFFING REQUIREMENTS AND SHORTFALL FEES:** COUNTY shall determine and provide to CONTRACTOR the Staffing Requirement for each event, which shall constitute the minimum staffing levels required under this Agreement. COUNTY will provide this information no later than thirty (30) days before each event. CONTRACTOR shall staff each event in accordance with the Staffing Requirement and shall confirm in writing, no later than two (2) weeks before the event, its plan to meet the Staffing Requirement. CONTRACTOR’s confirmation shall not alter, limit, or

dispute COUNTY's Staffing Requirement, and CONTRACTOR remains fully responsible for meeting the required staffing levels.

CONTRACTOR is permitted a staffing variance on a per event basis of up to five (5) personnel below the Staffing Requirement without triggering a shortfall fee. If CONTRACTOR's total shortfall exceeds five (5) personnel, this is considered a "Staffing Shortfall," and CONTRACTOR shall pay COUNTY a staffing shortfall fee.

For the first year of the contract, beginning on the effective date of this agreement, staffing shortfall fees shall not apply, regardless of any staffing shortfalls that occur. All shortfall staffing fees under this clause shall apply starting on the first anniversary of the effective date.

Staffing shortfalls will be evaluated using a rolling ninety (90)-day period. The first staffing shortfall within any 90-day period begins a new evaluation period, starting on the date of that event. Any subsequent staffing shortfalls that occur during the 90 days following the first shortfall are counted as additional shortfalls for purposes of tiered fees. After 90 days from the first shortfall, any new staffing shortfall will be treated as the first shortfall of a new 90-day evaluation period.

If a staffing shortfall occurs, COUNTY shall apply a staffing shortfall fee to CONTRACTOR's invoice for that event, calculated as follows:

1. The fee shall equal 5% of the total invoice for the event in which the first staffing shortfall occurred within the 90-day period.
2. For each subsequent staffing shortfall within the same 90-day period, the fee shall increase by an additional 2.5% per occurrence.

Illustrative Example:

- 1<sup>st</sup> shortfall – 5% of the total event invoice
- 2<sup>nd</sup> shortfall – 7.5% of the total event invoice
- 3<sup>rd</sup> shortfall – 10% of the total event invoice

Force Majeure – CONTRACTOR shall not be liable for a staffing shortfall or any resulting staffing shortfall fee if the shortfall is caused by events beyond CONTRACTOR's reasonable control, including but not limited to:

- Severe weather or natural disasters (e.g., floods, storms, earthquakes, wildfires)
- Governmental orders or restrictions (e.g., emergency declarations, quarantines)
- Strikes, labor disputes, or other unforeseen workforce shortages beyond CONTRACTOR's control
- Terrorism, civil unrest, or similar extraordinary events

If a staffing shortfall is caused by a force majeure event, CONTRACTOR shall notify COUNTY promptly and provide reasonable documentation of the event. In such cases, the staffing shortfall fee shall not apply.

The parties agree that these fees are constitute liquidated damages, representing a reasonable estimate of COUNTY's operational and administrative impacts resulting from insufficient staffing, and are not intended as a penalty.

**6. CONTRACTOR'S REPRESENTATION:**

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork
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.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

**7. CONTRACT DOCUMENTS:** The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement
2. Exhibit A - CONTRACTOR's price sheet, dated November 10<sup>th</sup>, 2025
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. COUNTY's Request for Proposals, dated October 21<sup>st</sup>, 2025

**8. MODIFICATION OF CONTRACT:** This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

**9. INSURANCE:** CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred and fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million, five hundred thousand dollars (\$1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

**10. INDEMNIFICATION:** CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's negligent performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTORS's

negligent performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

**11. COMPLIANCE WITH LAWS:** CONTRACTOR shall comply with applicable federal, state, and local laws, rules and 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. CONTRACTOR or their subcontractors 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.

**12. PERMITS:** CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

**13. PREFERENCE:** CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

**14. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE:** Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13<sup>th</sup> Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

**15. ATTORNEY FEES:** In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

**16. SUSPENSION:** Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

**17. TERMINATION:** COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

**18. LIMITATION OF LIABILITY:** It is understood that CONTRACTOR is not an insurer; and the parties agree that CONTRACTOR makes no warranty, express or implied, that the Services it furnishes will prevent or minimize the likelihood of loss or occurrences or the consequences therefrom which the Services are designed to mitigate. Each party's liability for any losses and damages (whether based on warranty, contract, tort (including negligence or strict liability), statute, or otherwise) connected with or arising under this agreement will be limited in the aggregate for all claims to an amount not to exceed the total amount of fees paid by COUNTY to CONTRACTOR for services under this agreement during the twelve (12) months prior to the occurrence of the first event that is the subject of the first claim. Notwithstanding the foregoing, the above limitation of liability shall not apply to the following: (a) losses and damages that cannot be disclaimed under applicable law, (b) claims and liabilities arising from CONTRACTOR's indemnity obligations under this agreement, and (c) any amounts payable under this agreement by COUNTY to CONTRACTOR. Under no circumstances or theory of liability shall either party and its insurance carriers be liable for any incidental, punitive, consequential or special damages arising out of this agreement. Notwithstanding, anything contrary herein, CONTRACTOR shall not be liable to COUNTY for any injury (including death) to any person arising from a slip, trip, or fall while on or near COUNTY's locations. COUNTY expressly understands and agrees that CONTRACTOR is not responsible for performing any maintenance services including but not limited to building upkeep, snow removal, garbage, or debris removal, and water removal, or required to report any maintenance needs or failures to COUNTY

In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective December 16<sup>th</sup>, 2025.

COUNTY:  
Yellowstone County  
Billings, MT 59101

CONTRACTOR  
Best Crowd Management, Inc.  
Coon Rapids, MN 55433

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

Signed by:  
  
\_\_\_\_\_  
Jeff Spoerndle  
Chief Operating Officer

ATTEST:

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

### MetraPark Crowd Control Services Price Sheet

**Include this sheet with other documents when submitting a proposal. Please place this sheet in the front of the proposal.**

**The rates must apply for a minimum of one year.**

Hourly rate for Ushers	\$ <u>29.68</u>
Hourly rate for Usher Supervisors	\$ <u>34.85</u>
Hourly rate for Non-Uniform Security	\$ <u>32.27</u>
Security Supervisors	\$ <u>34.85</u>
Hourly rate for Peer Group Security	\$ <u>32.27</u>
Hourly rate for Ticket Takers	\$ <u>29.68</u>
Hourly rate for Traffic/Parking	\$ <u>29.68</u>

BEST Crowd Management  
 Company Name  
199 Coon Rapids Blvd., Suite 111  
 Mailing Address  
 Federal Tax ID Number: 46-5054858  
License Number: PSP-PSF-LIC-35459  
 Contractor Registration Number

Anthony Mozzicato  
 Authorized Representative  
Coon Rapids, MN 55433  
 City, State and Zip Code  
(612) 450-3793  
 Telephone Number

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

5. a.

**Meeting Date:** 12/16/2025

**Title:** YCDF-Big Horn County Interlocal Agreement

**Submitted By:** Carol Redler

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**TOPIC:**

Big Horn County Agreement for Adult Detention Services

**BACKGROUND:**

The previous agreement expired in 2023. The new agreement is effective 1/1/26 through 12/31/26 and stipulates a fee of \$130.00 per inmate per day, excluding medical expenses.

**RECOMMENDED ACTION:**

Approve and sign.

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**Attachments**

YCDF-Big Horn 2026

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INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES  
YELLOWSTONE COUNTY and BIG HORN COUNTY

This Interlocal Agreement (IA) is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated, on and executed this 11<sup>th</sup> day of December, 2025, with an EFFECTIVE DATE of January 1, 2026 between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") with a mailing address of 217 North 27th Street Suite 312, Billings, MT 59107 and Big Horn County, Montana, Detention Center, ("Big Horn") with a mailing address of P.O. Box 908 Hardin, MT 59034.

ARTICLE I  
PURPOSE

The purpose of this IA is to provide the terms and conditions for County to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law at the Yellowstone County Detention Center in Billings (YCDF) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant §7-32-2243(1), MCA.

ARTICLE II  
DURATION AND TERMINATION

The duration of the IA will be twelve (12) months from the date set forth above (through December 31, 2026), subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party.

ARTICLE III  
CREATION OF LEGAL ENTITY - PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore, no agreement is necessary related to the disposition of such property.

ARTICLE IV  
FINANCING, COSTS, AND BUDGET

- A. NORMAL EXPENSES. Yellowstone shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care, and all other costs normally associated with actual detention of Inmates.
- B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA, Big Horn County shall be responsible for all expenses, including any medication and medical supply expenses, associated with the medical care of any of its Inmates at the YCDF. County shall defend, indemnify, and hold Yellowstone harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by an act Yellowstone. Nothing herein shall be construed to waive County's rights to hold any third party, including an inmate, liable for such costs and expenses paid by County under this Clause, Article IV(B).
- C. FEES. Big Horn shall pay Yellowstone \$130.00 per day for each Inmate. The \$130.00 rate does not include medical expenses, and Big Horn County shall be responsible for medical expenses as well as the daily rate. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to this section of the IA by written notice. Such negotiations shall be conducted for no longer than thirty (30) days from the date of the written notice. No later than the end of the thirty-day negotiation period, the parties may modify this section in writing or give written notice to terminate in accordance with Article II above. Nothing herein shall be construed to waive County's rights to hold any third party liable for the costs provided for under this Clause, Article IV(C).
- D. PAYMENT. Medical expenses will be invoiced on a quarterly basis, and daily fees will be invoiced on a daily basis. Payment for invoices will be due thirty (30) days after receipt.

ARTICLE V  
ADMINISTRATION

The Sheriff's Office of Yellowstone and the Detention Center for County shall be responsible for the day-to-day administration of the IA. The Yellowstone County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA, subject to the policies and procedures established for the YCDF. This authority and responsibility shall begin at the time the Inmate is committed to Yellowstone County Sheriff's Office custody and terminate when the Inmate is returned to the custody of the County's Detention Center.



ARTICLE VI  
OTHER NECESSARY AND PROPER MATTERS

- A. **TRANSPORTATION.** County shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. County shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Yellowstone County Sheriff's Office shall first secure the written consent of County for transportation to any medical treatment, unless such medical treatment is deemed an emergency. During an emergency, Yellowstone will provide staff to act as a temporary security for an Inmate. Yellowstone shall provide this service for a period not to exceed one and one-half hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of County. At the discretion of the Yellowstone County Sheriff, security may be provided beyond the first one and one-half hour, however, all expenses shall be sole responsibility of County and billed monthly. Nothing herein shall be construed to waive County's rights to hold any third party, including an inmate, liable for such costs and expenses.
- B. **INSURANCE.** Yellowstone County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the YCDF. Yellowstone will defend, indemnify, and hold harmless County against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any malfeasance or nonfeasance of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone County shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary noncontributing basis and provide proof of proper endorsements to said insurance.
- C. **RECORD KEEPING.** Yellowstone is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of Yellowstone County Sheriff's Office.
- D. **LICENSURE - TRAINING - AUTHORITY.** Yellowstone will maintain the YCDF in compliance with YCDF policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. County employees shall obey YCDF policy and procedure and the Montana Jail Standards and obey the orders of YCDF facility staff while inside the YCDF. The YCDF shall be open to the inspection of a representative of County upon 24-hour notice.

ARTICLE VII  
GENERAL PROVISIONS

- A. **ASSIGNMENT and Authority.** No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this IA.
  
- B. **COMPLETE AGREEMENT.** This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.
  
- C. **APPLICABLE LAW, VENUE, AND ATTORNEYS' FEES.** This IA shall be governed by the laws of the State of Montana, and any action to enforce any right or obligation shall be brought in the Sixteenth Judicial District, Rosebud County. Each party shall be responsible for its own attorney's fees.
  
- D. **COMPLIANCE WITH LAW.** The parties shall comply with all applicable federal, state, and local law in performing under this IA. Without limiting the foregoing, the Parties each respectively understands that they are bound by applicable state and federal law and local ordinances. This includes, but is not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, PL 101-336, Section 504 of Rehabilitation Act of 1973, the Patient Protection and Affordable Care Act, [P.L. 111-48, 124 Stat. 119], if applicable, 18-5-401, MCA et seq. concerning the Blind Enterprise Program's vending facility rules, and Executive Order No. 12-2015 Amending and Providing For Implementation of the Montana Sage Grouse Conservation Strategy. In accordance with 49-3-207, MCA, and Executive Order No. 04-2016, the Parties agrees that (i) the hiring of persons, if any, to perform this Agreement will be made on the basis of merit and qualifications and (ii) there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, physical or mental disability, military service or veteran status, or marital status by the persons performing this Agreement.
  
- E. **RETIREMENT** Each party shall be responsible for the reports and payment of retirement system contributions pursuant to Montana Code Annotated § 19-2-506 for the persons it employs.

F. **INDEPENDENT CONTRACTOR** In its performance hereunder, and in the exercise of such rights granted hereunder each party and its employees, at all times, shall act and perform as independent contractors with respect to the other party. None of the provisions of hereunder shall be deemed or interpreted, for the purpose hereunder, to create any relationships between the parties and any other persons, including, but not limited to either party's employees, other than that of independent contractors. Nothing contained hereunder shall be construed to create a relationship of employer and employee, master and servant, principal and agent, or partners or co-venturers between the parties. Without limiting the generality of the foregoing:

1. The Parties agree that Yellowstone's employees are employees of Yellowstone and County shall have no right to control or direct the details, manner or means by which services are performed. In performing services hereunder, County shall have no control over or management authority with respect to Yellowstone or its operations and services provided.
2. Yellowstone shall have responsibility for and shall ensure that there is withholding of all federal and state income taxes, workers compensation insurance unemployment insurance tax, Social Security tax and other withholding for its employees providing services hereunder.
3. Any reference to the parties herein shall include, agents, and employees of the respective parties.
4. Any person furnishing services hereunder will be employees of, or contracted to, Yellowstone.

G. **NO THIRD PARTY BENEFICIARY** This IA does not and is not intended to confer any rights or remedies upon any person(s) or entities other than the parties.

H. **NOTICES** Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally in hand or sent by certified mail, return receipt requested, postage prepaid, and addressed to the appropriate party at the following address or to any other person at any other address as may be designated in writing by the parties:

**County:** Big Horn County, Montana  
ATTN: Commissioners  
P.O. Box 908  
Hardin, Montana 59034

**Copy to:** Victoria Olson  
P.O. Box 908  
Hardin, Montana 59034

**Yellowstone:** Yellowstone County, Montana  
ATTN: Commissioners  
P.O. Box 35000  
Billings, Montana 59107

**Yellowstone County Attorney's Office:**

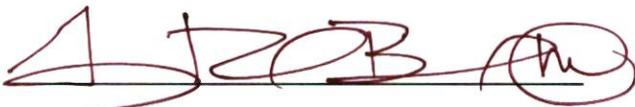
Melissa Williams  
217 North 27th Street, Suite 312  
Billings, Montana 59107

Notices shall be effective upon receipt.

- I. **NO SHARING OF EMPLOYEES** There shall be no of sharing the employment of any personnel including but not limited to a teacher or specialist under 20-4-201, a superintendent under 20-4-401, or a professional person licensed under Title 37;

This Interlocal agreement entered into as of the day first written above by:

Board of Commissioners Board of County Commissioners, Big Horn County, Montana



George Real Bird III, Presiding Officer

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Lawrence Pete Big Hair, Member



Larry Vandersloot, Member

Board of Commissioners, Yellowstone County, Montana

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Mark Morse, Chair

---

Chris White, Member

---

Mike Waters, Member

YELLOWSTONE COUNTY SHERIFF



---

Mike Linder

BIG HORN COUNTY DETENTION CENTER ADMINISTRATOR



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Victoria Olson

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

5. b.

**Meeting Date:** 12/16/2025

**Title:** YCSO PSN Grant Funding

**Submitted By:** Carol Redler

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**TOPIC:**

Project Safe Neighborhoods Grant Funding - Yellowstone County Sheriff's Office

**BACKGROUND:**

YCSO has been awarded \$24,471.00 through MBCC under the Bureau of Justice Assistance (BJA) Project Safe Neighborhoods (PSN) grant program. The funds will be used to implement overtime shifts for high-visibility uniformed patrols in Yellowstone County. The project is effective 1/1/26 through 9/30/27.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

PSN grant summary

PSN Budget Form

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2025-2026 Project Safe Neighborhoods Grant – Montana’s PSN project objective is to establish and implement effective programs and strategies that enable PSN task forces to effectively and sustainably prevent, respond to, and reduce violent crime in those communities significantly affected by violent crime. Yellowstone and Missoula counties are the currently identified areas for PSN projects. Project activities can include research, community outreach, prevention/intervention, focused and strategic enforcement, and re-entry services.

Congratulations on being selected as one of the PSN subgrantees. Please complete the following information for project approval by the Bureau of Justice Assistance. If you have questions about this information, please contact Erin Drynan at MBCC: [erin.drynan@mt.gov](mailto:erin.drynan@mt.gov).

**1)Project Summary:** Summarize the proposed project. The summary should be written for a general public audience and provide an outline limited to the scope of the program.

Example format:

- One to two sentences for description of the issue or need to be addressed.
- Three to four sentences outlining how the PSN award will be utilized.
- One to two sentences describing the expected outcome.

Yellowstone County is unique in that it is traversed by two major interstates. Interstate 94 and Interstate 90 both travel the length of our county and intersect in the middle of Lockwood. It is well-known that drugs, guns, cash, and humans are trafficked on these roadways daily.

The PSN award will be used by Yellowstone County Sheriff’s Office to cover the cost of implementing overtime shifts for high visibility uniformed patrols, mainly along the interstate corridor in Yellowstone County. The primary goal of these patrols is drug, gun, and human trafficking interdiction. The project is expected to run for a total of 14 weeks, commencing as soon as PSN award funds become available.

It is expected that the high visibility of proactive uniformed patrols will inhibit criminal activity in Yellowstone County and yield outcomes such as the location of missing/exploited/ endangered persons as well as illegal drugs and guns. Secondary outcomes are likely to include apprehensions for offenses such as impaired driving and outstanding warrants.

**2)Project Goals:** 3-5 big picture goals, each containing a description and a minimum of one activity. Goals should use the SMART format (specific, measurable, achievable, realistic, and time-bound).

Project goal #1: Drug, gun and human trafficking interdiction through high visibility patrols, mainly along the interstate corridor in Yellowstone County.

Activities: Implement four overtime patrol shifts per week, comprising two weekday and two weekend shifts of four hours each. Prior to being selected for these overtime shifts, deputies will need to attend an orientation session to cover expectations and to receive training on what to look for while on patrol. Alert signs for drug and human trafficking will be covered during the orientation.

Project goal #2: Support other agencies with criminal interdiction.

Activities: Deputies will not be restricted to only patrolling the interstates during the overtime shifts. Their coverage could include scenarios such as providing a marked car for CCSIU interdiction stops, assisting USMS with warrant services, assisting with federal child sex trafficking cases, and so on.

Project goal #3: Enforcement augmentation.

Activities: Deputies who locate individuals who are driving while impaired or who have outstanding warrants will be encouraged to take action while engaged in these overtime shifts. All detected criminal activity and suspect apprehensions that take place during these overtime shifts will be considered secondary effects of the primary goal of drug and human trafficking interdiction.

**3)Budget Narrative:** Explain and justify all budget items based on project activities. For each category, show detailed cost calculations to demonstrate how you arrived at the total amount. (Refer to attached budget form for categories).

Only budgetary item would be the deputies overtime rate. We would track the hours worked at the calculated overtime rate and base the number of shift, and the duration of the shifts, off the grant money given.



# Revised Budget Form

Agency Yellowstone County Sheriff's Office Subgrant# \_\_\_\_\_  
 Date Revised \_\_\_\_\_

Budget Category	MBCC/Fed	Local Match	Total
<b>Personnel</b>			
Approximately 334 hours at an average overtime rate of \$52.19 per hour	17,431.46		17,431.46
			-
			-
			-
			-
			-
Total Personnel	17,431.46	-	17,431.46
<b>Fringe Benefits</b>			
Approximately 334 hours with average benefits of \$21.07 per hour	7,037.38		7,037.38
			-
			-
			-
			-
			-
			-
Total Fringe Benefits	7,037.38	-	7,037.38
<b>Contracted Services</b>			
			-
			-
			-
			-
Total Contracted Services	-	-	-
<b>Travel</b>			
			-
			-
			-
			-
			-
Total Travel	-	-	-
<b>Supplies</b>			
			-
			-
			-
			-
			-
Total Supplies	-	-	-
<b>Other</b>			
			-
			-
			-
			-
			-
			-
Total Other	-	-	-
<b>Indirect Cost</b>			
			-
			-
Total Indirect	-	-	-
<b>Total Project</b>	<b>24,468.84</b>	<b>-</b>	<b>24,468.84</b>
Percentage of the total budget	1	0	1.00

Agency's contact information		
Name	Robert Lester	406-256-2947
Title	Undersheriff	Email <a href="mailto:rl Lester@yellowstonecountymt.gov">rl Ester@yellowstonecountymt.gov</a>

Agency's representative signature Robert Lester  
 Printed Name Robert Lester  
 Date signed 8/29/2025

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

6. a.

**Meeting Date:** 12/16/2025

**Title:** Yellowstone County Class Specification - Accountant

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

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**TOPIC:**

Yellowstone County Class Specificaiton - Accountant

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

Yellowstone County Class Specification

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# Yellowstone County Class Specification

<b>Class Title</b>	<b>Accountant</b>
<b>Class Code Number</b>	<b>2075</b>
<b>Grade</b>	<b>G</b>
<b>FLSA</b>	<b>Exempt</b>
<b>EEO Function</b>	<b>Financial Administration (1)</b>
<b>EEO Category</b>	<b>Professional (2)</b>
<b>Date</b>	<b>August 2006</b>

## Job Summary

Performs professional accounting work which requires the understanding and application of formal accounting principles and practices to ensure financial record keeping and procedures meet acceptable standards.

## Distinguishing Class Features

Accountants implement directives and follow accounting principles and established procedures to record, research, analyze, and develop reports for managers to use in monitoring revenue and expenditures and creating financial reports and projections. Accountants also conduct daily business functions such as preparation of reports; reconciliation of accounts receivable and payable, bank accounts; allocation of funds; and reporting of grants and fund balances. Accountants have the theoretical skills as they apply to accounting.

Accounting Assistants work as a paraprofessional to accounting and fiscal professionals by performing assigned accounting practices to assist with fundamental accounting and regular fiscal procedures. Performs a wide variety of administrative support, detailed technical accounting and payroll duties and follow established operating procedures. Assistants provide more routine functions as assigned by management.

Senior Accountants develop and maintain financial business for departments; develop procedures for accessing information and developing reports based on their interpretation of applicable county policies and state and federal regulations, and analyze fiscal data to determine trends and make projections. Senior accountants have a broader knowledge base of statutory and regulatory requirements and the ability to research highly technical issues.

## 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.)*

- ❑ Implements budget guidelines into the daily business of the department as directed to ensure record keeping complies with established charts of accounts;
- ❑ Collects and provides information to department staff regarding expenditures, revenues, expenditure authority, and FTE utilization;
- ❑ Prepares schedules for monthly financial statements; reconciles payroll tax deposits, issuance of W-2 forms and monthly and quarterly reports; reviews accounts payable activities, including vendor maintenance and IRS compliance requirement;

- ❑ Prepares, reconciles, and verifies Federal and State grant financial reports; verifies compliance with grant financial requirements;
- ❑ Reconciles general ledger and grant reports and makes associated entries and corrections to records and transactions;
- ❑ Files appropriate paperwork to request funding and recording of associated funding;
- ❑ Drafts corresponding entries for budget amendments for grants;
- ❑ Develops reports for management;
- ❑ Implements established fiscal record keeping procedures to comply with managerial guidelines for recording grants and funding sources;
- ❑ Approves vouchers charging other agencies for services provided;
- ❑ Accumulates expenditures by cost centers;
- ❑ Prepares financial reports by following established procedures to assist fiscal managers;
- ❑ Determines depreciation on fixed assets for financial statements and cost analyses;
- ❑ Implements account receivable/payable procedures to provide comprehensive record keeping of department transactions;
- ❑ Reconciles vendor statements, and coordinates corrections with vendors;
- ❑ Identifies expenditure corrections to be made, and prepares journal vouchers;
- ❑ Maintains department inventory and works with program staff to verify listed items;
- ❑ Monitors and processes fiscal activities of contracts, grants, and sub-grants to ensure funds are accounted for and properly allocated;
- ❑ Research potential funding sources, write grant proposals, and assist other departments in preparing their grant requests;
- ❑ Communicate grant requirements and policies to internal staff and program recipients;
- ❑ Maintain accurate records of all grant-related activities, documents, and correspondence;
- ❑ Maintains responsibility for cost and project accounting to determine appropriate charges;
- ❑ Assists with Annual Comprehensive Financial Report;
- ❑ Additional duties as assigned.

### Required Knowledge and Abilities

***Knowledge and understanding of:***

- ❑ Current generally accepted accounting principles and practices;
- ❑ The principles and legal requirements of local government accounting principles and practices;
- ❑ Fund accounting, auditing and reporting requirements;
- ❑ Microsoft Office Suite (especially Excel).

***Skill to:***

- ❑ Operate a personal computer using word processing, financial spreadsheet, specialized accounting and database applications appropriate to assigned duties;
- ❑ Strong written and verbal communication skills;
- ❑ Organizational skills and attention to detail, with the ability to manage multiple deadlines.

***Ability to:***

- ❑ Comprehend and apply pertinent laws, rules and policies;
- ❑ Conduct research, compile and analyze financial data;
- ❑ Use computers and applicable accounting software;
- ❑ Interpret complex financial reports and records and to analyze financial data and determine appropriate accounting methods;
- ❑ To prepare accurate and reliable reports containing facts, findings, conclusions and recommendations;
- ❑ To communicate effectively with others both orally and in writing, using both technical and non-technical language;

- To establish and maintain effective working relationships with County employees, supervisory personnel, outside auditors, vendors and the general public.

## **Reporting Relationships**

### ***Decision- making Authority:***

Decisions made include what information to compile for financial reports and statements, revenue expenditure projections, and code assignment. Decisions referred include establishing codes and cost centers, policy interpretation, and changes to the accounting system.

Typically reports to Department Head or Elected Official. In general does not supervise, but may direct the work of technicians or claims staff.

## **Minimum Qualifications**

### ***Education/Experience/Training:***

- Graduation from a college or university of recognized standing with a Bachelor's Degree in Accounting, or closely related field; or
- Any equivalent combination of education and experience totaling four (4) years.

## **Essential Physical Abilities**

### ***Essential Physical Abilities:***

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

- While performing the duties of this job, the employee is frequently required to sit and use hands to operated computer keyboard;
- The employee frequently is required to reach with hands and arms. The employee must occasionally lift and/or move journals or large binders;
- 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, County departments and access files and other materials in the office;
- Specific vision abilities required by this job include close vision and looking into monitors for extended periods of time and ability to adjust and focus and to produce and review a wide variety of documents, correspondence, reports and related materials in both electronic and printed form;
- Ability to operate a motor vehicle.

### ***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 a typical office environment but may include working throughout the County in an office environment while conducting accounting functions.

Accepted - Board of County Commissioners

Date Stamp  
August 28, 2006

Updated:

December 1, 2025

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

6. b.

**Meeting Date:** 12/16/2025

**Title:** PARS

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

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**TOPIC:**

**PERSONNEL ACTION REPORTS — MetraPark** - 1 Appointment; **Detention Facility** - 1 Appointment, 2 Terminations; **County Attorney** - 1 Termination; **Motor Vehicle** - 2 Terminations

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Approve.

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**Attachments**

PARS

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Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

DEC 03 2025

## Employee Information

Employee  
Darren Bayliss

## Hire Information

Position Details	Hire Req#	Job Type
Safety & Security	202500362	Full-Time Regular
Manager - MetraPark (H)	Job Class	Pay Rate
(6075)	Safety & Security	\$72,500.00
Person ID	Manager - MetraPark (H)	HireDate
64713327	Job Class#	12/22/25
Department	6075	
MetraPark		
Division		
MetraPark Administration		

## Comments

5810.551.460442.111 New FTE

## Approvals

HUMAN RESOURCES	Charri Victory	12/5/25 8:57 AM
FINANCE	JENNIFER JONES	12/5/25 9:17 AM

Commissioners Action  
Approve Disapprove

Chair

MY

Member

[Signature]

Member

[Signature]



Yellowstone County Commissioners  
RECEIVED

# Hire/Personnel Action Form

DEC 03 2025

## Employee Information

Employee  
Benjamin Fenton

## Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202500314	Full-Time Regular
Person ID	Job Class	Pay Rate
63697190	Detention Officer (D)	\$24.67
Department	Job Class#	HireDate
Sheriff's Office	5090	12/22/25
Division		
Detention Facility		

## Comments

Funding: 2300.136.420200.111 @ 100%  
replaces: King

## Approvals

HUMAN RESOURCES	Charri Victory	12/4/25 3:52 PM
FINANCE	JENNIFER JONES	12/5/25 9:17 AM

Commissioners Action  
Approve Disapprove

Chair	<u>HW</u>	_____
Member	<u>[Signature]</u>	_____
Member	<u>MSW</u>	_____

DEC 08 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Jayne Burson Effective Date: 12/3/2025  
Current Title: Victim/Witness Gr. F Salary \$ 24,591  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

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

Other: 12a Reclassification: \_\_\_\_\_

Funding: 239 - ~~41100~~ 41100 - 111 Percent 100 New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Maxburson 12/4/25  
Elected Official/Department Head \_\_\_\_\_ Date \_\_\_\_\_

Section 2

Human Resources: \_\_\_\_\_ Finance: \_\_\_\_\_  
Note: C. Victory Note: Paul Jones 12.8.25  
Director \_\_\_\_\_ Date \_\_\_\_\_  
H.R. Comments: \_\_\_\_\_ Commissioner's Action  
Approve \_\_\_\_\_ Disapprove \_\_\_\_\_

Chair MM \_\_\_\_\_  
Member AW \_\_\_\_\_  
Member MDV \_\_\_\_\_  
Date entered in payroll \_\_\_\_\_  
Clerk & Recorder - original \_\_\_\_\_  
Human Resources - canary \_\_\_\_\_  
Auditor - pink \_\_\_\_\_  
Department - goldenrod \_\_\_\_\_

DEC 08 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Shaun Bell Effective Date: 01/11/2026  
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  
Seasonal Hire:      Promotion:       
Replaces position Name      Transfer:       
New Budgeted Position      Demotion:     

Other:      Reclassification:       
Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account       
Percent      Split Account       
[Signature] 12/04/2025  
Elected Official/Department Head Date

Section 2

Human Resources: Finance:  
Note: C. Tracy Note: [Signature] Date 12.8.25  
Director Date  
H.R. Comments: Commissioner's Action  
Approve Disapprove

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



DEC 04 2025

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

Section 1

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

Name: Jonathan Ferguson Effective Date: 12/5/25  
Current Title: Motor vehicle Clerk Gr. C Salary \$ 18.47  
Title Change: \_\_\_\_\_ Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

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

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

Funding: 1000 - 000 - 113410540 - 111 Percent 100 New Account \_\_\_\_\_  
Percent \_\_\_\_\_ Split Account \_\_\_\_\_

Abbe Day  
Elected Official/Department Head

12.1.25  
Date

Section 2

Human Resources: ex Finance: \_\_\_\_\_

Note: Charri Viday 12/3/25  
Director Date

Note: Jonathan Ferguson 12.4.25  
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 [Signature]  
Member [Signature]  
Member [Signature]

YELLOWSTONE COUNTY  
PERSONNEL ACTION REPORT

DEC 04 2025

Section 1

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

Name: Stephen Stojanovs

Effective Date: 12/17/25

Current Title: Motor Vehicle Clerk

Gr. C Salary \$ 18,414

Title Change: \_\_\_\_\_

Gr. \_\_\_\_\_ Salary \$ \_\_\_\_\_

Check as Applicable:

Regular Full Time:

New Hire: \_\_\_\_\_

Regular Part Time: \_\_\_\_\_

Rehire: \_\_\_\_\_

Temp Full Time: \_\_\_\_\_

Termination:

voluntary

Temp Part Time: \_\_\_\_\_

Seasonal Hire: \_\_\_\_\_

Promotion: \_\_\_\_\_

Replaces position \_\_\_\_\_

Name \_\_\_\_\_

New Budgeted Position \_\_\_\_\_

Demotion: \_\_\_\_\_

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

Reclassification: \_\_\_\_\_

Funding: 1000 - 000 - 113410540 - 111

Percent 100 New Account \_\_\_\_\_

Percent \_\_\_\_\_

Split Account \_\_\_\_\_

Department Head

12.1.25

Elected Official/Department Head

Date

Section 2

Human Resources: CV

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

Note: Charri Victory 12/13/25  
Director Date

Note: Juliana 12.4.25  
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 DE  
Member MM

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

**Meeting Date:** 12/16/2025

**Title:** Payroll Audit

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

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**TOPIC:**

Payroll Audit November 16 to November 30, 2025

**BACKGROUND:**

N/A

**RECOMMENDED ACTION:**

Place to file.

---

**Attachments**

Payroll Audit

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**PAYROLL AUDIT**  
**November 16 to November 30, 2025**

Date: 12/3/2025

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

*Tanya McWilliams*

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

Date	Employee Name	Department	Finding
12/3/25	Jamieson, Troy	Detention	Correct rates -Reg s/b 29.11, OT w/Diff s/b 29.81, Overtime s/b 29.11

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

**Meeting Date:** 12/16/2025

**Title:** Detailed Cash Investment Report November 2025

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

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**TOPIC:**

November 2025 Detailed Cash Investment Report

**BACKGROUND:**

See attached.

**RECOMMENDED ACTION:**

Place to file.

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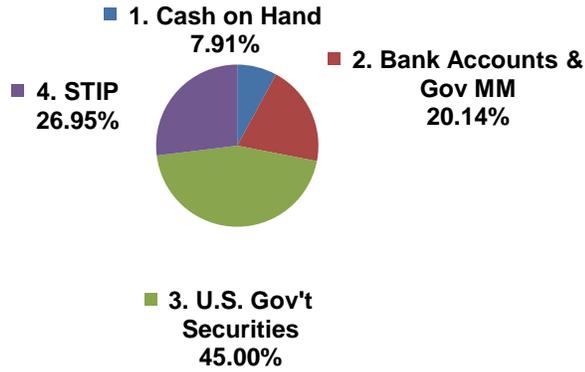
**Attachments**

November 2025 Detailed Cash Investment Report

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**YELLOWSTONE COUNTY INVESTMENT POOL  
 DETAILED CASH INVESTMENT REPORT  
 November, 2025**

**MONTH-END PORTFOLIO MIX  
 Investment Pool**



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	29,944,503.65	7.91%	N/A
2. Bank Accounts & Gov MM	76,247,061.90	20.14%	Varies
3. U.S. Gov't Securities	170,345,233.91	45.00%	.55 -5.57%
4. STIP	102,000,000.00	26.95%	4.214%
<b>TOTAL</b>	<b>378,536,799.46</b>	<b>100.00%</b>	

	# OF DAYS	INTEREST EARNED	AVERAGE INVESTABLE CASH	YIELD
July-25	31	1,065,199	349,258,352	3.59%
August-25	31	942,302	320,615,063	3.46%
September-25	30	939,027	303,721,259	3.76%
October-25	31	824,497	262,725,820	3.70%
November-25	30	820,551	254,297,951	3.93%
December-25	31	0	0	#DIV/0!
January-26	31	0	0	#DIV/0!
February-26	28	0	0	#DIV/0!
March-26	31	0	0	#DIV/0!
April-26	30	0	0	#DIV/0!
May-26	31	0	0	#DIV/0!
June-26	30	0	0	#DIV/0!
<b>TOTAL Y-T-D</b>	<b>365</b>	<b>4,591,576</b>	<b>125,071,651</b>	<b>3.67% YTD AVE</b>

**YELLOWSTONE COUNTY INVESTMENT POOL**  
**INVESTMENT NARRATIVE**  
**November, 2025**

**MARKET TREND**

A comparison of Treasury yields the from prior month and prior year:

	<u>11/30/25</u>	<u>10/31/25</u>	<u>YIELD</u> <u>CHANGE</u>	<u>Last year</u> <u>11/30/2024</u>
90 day	3.88	3.89	(0.01)	4.58
1 year	3.61	3.71	(0.10)	4.30
2 year	3.47	3.63	(0.16)	4.13
3 year	3.49	3.65	(0.16)	4.10
5 year	3.59	3.76	(0.17)	4.05

**MARKET CONDITIONS**

The market is currently factoring in a rate cut for December.

**INVESTMENT ACTIVITY**

The pool had two called early. Purchases were made to replace them at a slightly lower yield due to market conditions.

Respectfully submitted,

Jen Jones  
Yellowstone County Finance Director

**YELLOWSTONE COUNTY INVESTMENT POOL  
INVESTMENT DETAIL  
November, 2025**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
FNMA	D.A. DAVIDSON	12/10/20	5 Yrs	12/10/25	4,000,000.00	0.00	0.00	4,000,000.00	0.650%	100.000000	0.650%	JUNE/DEC		(b)	3135GO6J7
FHLMC	D.A. DAVIDSON	01/05/21	5 Yrs	01/05/26	3,000,000.00	0.00	0.00	3,000,000.00	0.550%	100.000000	0.550%	JAN/JULY		(b)	3134GXJX3
FHLB	D.A. DAVIDSON	07/22/21	4.5 Yrs	01/22/26	3,000,000.00	0.00	0.00	3,000,000.00	1.000%	100.000000	1.000%	JAN/JULY		(b)	3130AN3T5
FHLB	D.A. DAVIDSON	02/24/21	5 Yrs	02/24/26	3,000,000.00	0.00	0.00	3,000,000.00	0.750%	100.000000	0.750%	FEB/AUG		(b)	3130ALCV4
FHLB	BUCHANAN CAP	05/18/21	5 Yrs	05/18/26	3,000,000.00	0.00	0.00	3,000,000.00	3.000%	100.000000	3.000%	MAY/NOV	30,000.00	1(b)	3130AMAW2
FHLB	D.A. DAVIDSON	05/27/21	5 Yrs	05/27/26	3,000,000.00	0.00	0.00	3,000,000.00	1.750%	100.000000	1.750%	MAY/NOV	26,250.00	2(b)	3130AMG22
FHLB	BUCHANAN CAP	07/15/21	5 Yrs	07/15/26	3,000,000.00	0.00	0.00	3,000,000.00	2.000%	100.000000	2.000%	QTRLY		4(b)	3130AMZS4
FFC	BUCHANAN CAP	09/01/23	3 Yrs	09/01/26	7,000,000.00	(5,326.09)	0.00	6,994,673.91	4.750%	0.999239	4.750%	MAR/SEPT		(f)	3133EPUW3
FFC	D.A. DAVIDSON	10/27/25	1 Yrs	10/27/26	4,000,000.00	0.00	0.00	4,000,000.00	3.500%	1.000000	3.500%	APR/OCT		(f)	3133ETL62
FFC	D.A. DAVIDSON	12/07/23	3 Yrs	12/07/26	5,000,000.00	(1,400.00)	0.00	4,998,600.00	4.385%	0.999720	4.375%	JUNE/DEC		(f)	3133EPK79
FHLB	D.A. DAVIDSON	03/10/22	5 Yrs	03/10/27	4,000,000.00	0.00	0.00	4,000,000.00	3.000%	100.000000	3.000%	MAR/SEPT		6(b)	3130AR3M1
FFC	D.A. DAVIDSON	07/23/24	3 Yrs	07/23/27	3,000,000.00	0.00	0.00	3,000,000.00	4.250%	100.000000	4.250%	JAN/JULY		(f)	3133ERMB4
FFC	BUCHANAN CAP	11/15/23	4 Yrs	11/15/27	5,000,000.00	(11,000.00)	0.00	4,989,000.00	4.686%	0.997800	4.625%	MAY/NOV	115,625.59	(f)	3133EPC60
FHLB	D.A. DAVIDSON	06/23/25	2.5 Yrs	12/23/27	3,000,000.00	0.00	0.00	3,000,000.00	4.400%	100.000000	4.400%	JUNE/DEC		14	3130B6S98
FNMA	D.A. DAVIDSON	12/12/23	4 Yrs	12/28/27	6,000,000.00	(494,640.00)	0.00	5,505,360.00	4.560%	0.917560	0.950%	JUNE/DEC		(d)	3135GA7GO
FFC	D.A. DAVIDSON	04/12/24	4 Yrs	04/12/28	4,000,000.00	(21,680.00)	0.00	3,978,320.00	4.650%	0.994580	4.500%	APR/OCT		(f)	3133ERAX9
FHLMC	D.A. DAVIDSON	08/08/24	4 Yrs	08/08/28	0.00	0.00	0.00	0.00	4.533%	#DIV/0!	4.250%	FEB/AUG	83,500.00	(e) (b)	3134HACF8
FFC	D.A. DAVIDSON	11/03/23	5 Yrs	11/03/28	0.00	0.00	0.00	0.00	5.570%	#DIV/0!	5.570%	MAY/NOV	125,325.00	(k)	3133EPZ21
FHLMC	BUCHANAN CAP	11/06/25	3 Yrs	11/06/28	3,000,000.00	0.00	0.00	3,000,000.00	3.800%	100.000000	3.800%	MAY/NOV		28	3134HB3W9
FFC	D.A. DAVIDSON	11/13/23	5 Yrs	11/13/28	5,000,000.00	0.00	0.00	5,000,000.00	4.625%	100.000000	4.625%	MAY/NOV	115,625.00	(f)	3133EPC45
FFC	D.A. DAVIDSON	11/24/25	3 Yrs	11/24/28	3,000,000.00	0.00	0.00	3,000,000.00	3.870%	100.000000	3.870%	MAY/NOV		(h)	3133ETZ34
FFC	RBC	12/04/24	4 Yrs	12/04/28	3,000,000.00	0.00	0.00	3,000,000.00	4.770%	100.000000	4.770%	JUNE/DEC		17	3133ERF48
FFC	D.A. DAVIDSON	12/15/23	5 Yrs	12/15/28	3,000,000.00	(4,020.00)	0.00	2,995,980.00	4.275%	0.998660	4.250%	JUNE/DEC		(f)	3133EPN50
FHLB	BUCHANAN CAP	03/15/24	5 Yrs	03/13/29	3,000,000.00	(1,950.00)	0.00	2,998,050.00	5.010%	0.999350	5.000%	MAR/SEPT		(h)	3130BOJA8
FHLB	BUCHANAN CAP	04/30/24	5 Yrs	04/26/29	3,000,000.00	0.00	0.00	3,000,000.00	5.100%	100.000000	5.100%	APR/OCT		(a)	3130B16G7
FFC	BUCHANAN CAP	04/30/24	5 Yrs	04/30/29	3,000,000.00	0.00	0.00	3,000,000.00	4.750%	100.000000	4.750%	APR/OCT	71,250.00	16(f)	3133ERDH1
FNMA	D.A. DAVIDSON	04/07/25	4.5 Yrs	08/22/29	4,000,000.00	(24,000.00)	0.00	3,976,000.00	4.125%	100.000000	4.000%	FEB/AUG		18	3135GAUB5
FFC	D.A. DAVIDSON	08/27/25	4 Yrs	08/27/29	4,000,000.00	0.00	0.00	4,000,000.00	4.000%	100.000000	4.000%	FEB/AUG		22	3133ETVC8
FHLMC	D.A. DAVIDSON	09/06/24	5 Yrs	09/06/29	4,000,000.00	(32,000.00)	0.00	3,968,000.00	4.180%	0.992000	4.000%	MAR/SEPT		7	3134HAJF1
FHLB	BUCHANAN CAP	09/12/24	5 Yrs	09/12/29	2,500,000.00	0.00	0.00	2,500,000.00	4.010%	100.000000	4.010%	MAR/SEPT		9	3130B2NT8
FHLB	D.A. DAVIDSON	09/26/24	5 Yrs	09/12/29	3,000,000.00	0.00	0.00	3,000,000.00	3.750%	100.000000	3.750%	MAR/SEPT		11	3130B2V77
FFC	RBC	09/24/25	4 Yrs	09/24/29	3,000,000.00	0.00	0.00	3,000,000.00	3.900%	100.000000	3.900%	MAR/SEPT		(h)	3133ETYX9
FHLB	D.A. DAVIDSON	09/25/24	5 Yrs	09/25/29	5,000,000.00	0.00	0.00	5,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		12	3130B2T21
FHLB	D.A. DAVIDSON	09/27/24	5 Yrs	09/27/29	6,000,000.00	0.00	0.00	6,000,000.00	3.650%	100.000000	3.650%	MAR/SEPT		13	3130B2U45
FHLB	D.A. DAVIDSON	10/04/24	5 Yrs	10/02/29	3,500,000.00	0.00	0.00	3,500,000.00	4.000%	100.000000	4.000%	APR/OCT		14	3130B32X0
FHLMC	D.A. DAVIDSON	10/03/24	5 Yrs	10/03/29	4,000,000.00	(20,000.00)	0.00	3,980,000.00	4.110%	0.995000	4.000%	APR/OCT		15	3134HAPX5
FHLMC	D.A. DAVIDSON	04/16/25	4.5 Yrs	10/10/29	3,000,000.00	(30,000.00)	0.00	2,970,000.00	4.270%	0.990000	4.030%	APR/OCT		19	3134HAPK3
FNMA	D.A. DAVIDSON	10/15/25	4 Yrs	10/15/29	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		26	3136GAXC8
FHLB	D.A. DAVIDSON	02/27/25	5 Yrs	02/27/30	4,000,000.00	0.00	0.00	4,000,000.00	5.000%	100.000000	5.000%	FEB/AUG		(l)	3130B55H7
FHLB	D.A. DAVIDSON	04/10/25	5 Yrs	04/10/30	4,000,000.00	0.00	0.00	4,000,000.00	4.550%	100.000000	4.550%	APR/OCT		17	3130B5SW9
FFC	RBC	05/06/25	5 Yrs	05/06/30	3,000,000.00	0.00	0.00	3,000,000.00	4.430%	100.000000	4.430%	MAY/NOV	66,450.21	17	3133ETFU6
FHLMC	D.A. DAVIDSON	06/17/25	5 Yrs	05/14/30	0.00	0.00	0.00	0.00	4.853%	100.000000	4.875%	JUNE/DEC	59,312.50	14	3134HBQK0
FNMA	D.A. DAVIDSON	09/18/25	4.75 Yrs	06/18/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	MAR/SEPT		24	3136GAT74
FHLB	D.A. DAVIDSON	07/14/25	5 Yrs	07/11/30	3,500,000.00	0.00	0.00	3,500,000.00	4.200%	100.000000	4.200%	JAN/JULY		14	3130B6Z82
FHLMC	D.A. DAVIDSON	09/10/25	5 Yrs	09/10/30	4,000,000.00	0.00	0.00	4,000,000.00	4.300%	100.000000	4.300%	MAR/SEPT		23 (d)	3136GAR76
FHLB	D.A. DAVIDSON	09/23/25	5 Yrs	09/11/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	MAR/SEPT		26	3130B7UA0
FNMA	BUCHANAN CAP	09/18/25	5 Yrs	09/18/30	3,000,000.00	0.00	0.00	3,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		25	3136GAT7
FNMA	D.A. DAVIDSON	10/07/25	5 Yrs	10/07/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		27	3136GAWH8
FHLB	D.A. DAVIDSON	10/07/25	5 Yrs	10/07/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		26	3130B7ZA5
FHLB	D.A. DAVIDSON	11/05/25	5 Yrs	11/06/30	3,500,000.00	(8,750.00)	0.00	3,491,250.00	3.930%	0.997500	3.875%	MAY/NOV		23	3136GC2Q7

**YELLOWSTONE COUNTY INVESTMENT POOL  
INVESTMENT DETAIL  
November, 2025**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
STIP	STATE OF MONTANA		VAR		102,000,000.00			102,000,000.00	4.214%				0.00		
GOV MM/ BANK ACCOUNTS			DAILY		76,247,061.90			76,247,061.90	Varies				42,473.61		
CASH ON HAND					29,944,503.65			29,944,503.65	N/A				(9,162.45)	Fees-WFB-Curr Mo	
<b>TOTAL INVESTABLE CASH:</b>					<b>379,191,565.55</b>	<b>(654,766.09)</b>	<b>0.00</b>	<b>378,536,799.46</b>					<b>726,649.46</b>	Ties to Treas Report Col O	
								<b>378,536,799.46</b>							726,649.46
								0.00							0.00
								From daily activit	Col K						
								<b>0.00</b>							

Call feature: a) one-time b) quarterly c) monthly d) semi-annual e) annual f) non-callable g) one quarterly call and then continuous h) one annual call and then continuous i) 9 month no call then quarterly j) 1.5 yr no call then quarterly k) 2 year no call then continuous l) one year no call then annual

	0.45	170,345,233.91
	0.27	102,000,000.00
	0.28	106,191,565.55
	1.00	378,536,799.46

Note 1 - STEP at .625% until 5/18/23, .75% to 11/18/23, 1.00% to 5/18/24, 1.25% to 11/18/24, 1.50% to 5/18/25, 2.00% to 11/18/25, 3.00% to 5/18/26 YTM 1.189%

Note 2 - STEP at .50% until 11/27/21, .60% to 5/27/22, .70% to 11/27/22, .80% to 5/27/23, .90% to 11/27/23, 1.00% to 5/27/24, 1.25% to 11/27/24, 1.50% to 5/27/25, 1.75% to 11/27/25, 2.00% to 5/27/26 YTM 1.093%

Note 4 - STEP at .50% until 10/15/21, increasing by 5 bp each quarter until 4/15/24, then going to 1.125 to 7/15/24, 1.25% to 10/15/24, to 1.375% to 1/15/24-increasing by .125% until 10/15/25, to 2.00% until 1/15/26, 2.50% to 4/15/26 and 3.00 to 7/15/26 YTM 1.20%

Note 6 - STEP at 2.00% until 3/10/24, 2.50% to 3/10/25, 3.00% to 3/10/26, 4% to 9/10/26, 6.00% to 3/10/27 YTM 2.859%

Note 7 - No call until 3/6/25, then quarterly thereafter until maturity.

Note 8 - No call 6 months, then continuous.

Note 9 - one-time call only on 3/12/26.

Note 10 - one-time call only on 9/12/25.

Note 11 - one-time call only on 3/12/27.

Note 12 - No call 2 years, then quarterly until maturity.

Note 13 - one-time call only on 9/27/27.

Note 14 - No call 6 months, then quarterly.

Note 15 - No call 3 months, then quarterly.

Note 16 - this was purchased at a slight premium of \$8,970.00. To follow both conservatism and materiality under GAAP, the County has chosen to recognize the entire premium in this first interest payment, and set the yield to the coupon rate.

Note 18- No call 4 months, then quarterly

Note 19- No call 1 year, then quarterly

Note 20- No call 3 months, then monthly

Note 21- continuous call

Note 22- No call 2 years, then anytime.

Note 23- No call 6 months, then semi-annually

Note 24- No call 9 months, then annual

Note 25- One-time call 9.18.26

Note 26- No call 1 year, then annual

Note 27- No call 1 year, then 10/7/26 and 10/27/27 only

Note 28- One-time call 8.6.26

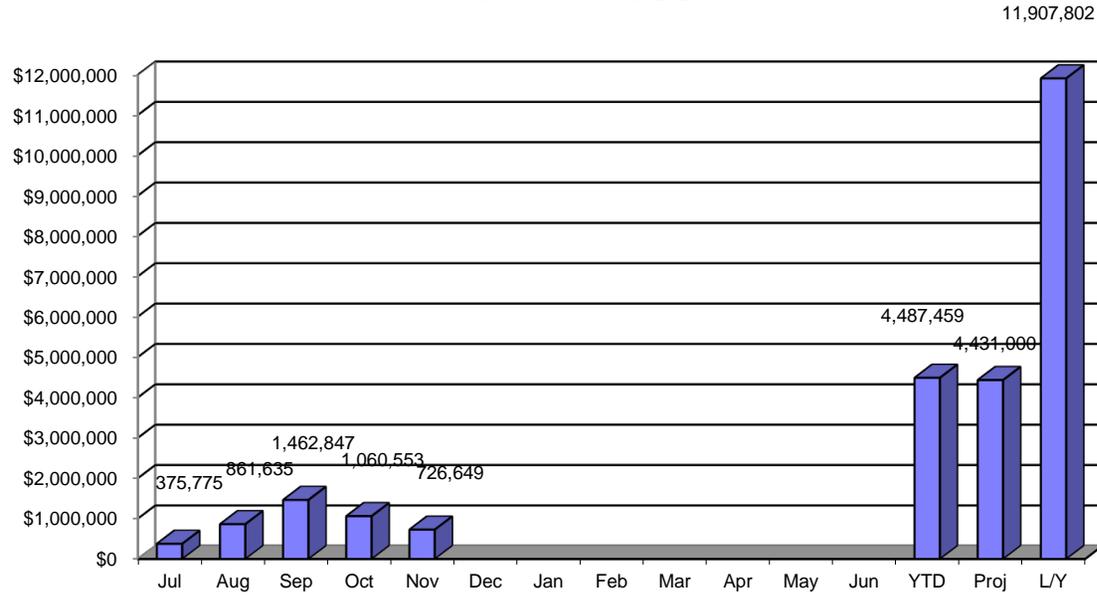
**Note on Agencies purchased at a discount.**  
Yellowstone County maintains the practice of utilizing an effective rate on these types of purchases that excludes the discount amount paid at maturity. This is due to materiality and a more accurate recognition of accrued interest in periods before maturity date. The only exception to this practice will be for the FNMA due 12/28/27, which includes a material discount of \$791,340 at the time of purchase. This balance will be captured in proportionate share every 6 months to match interest payments, until maturity. This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

# YELLOWSTONE COUNTY INVESTMENT POOL

November, 2025

## INTEREST COLLECTIONS

For Fiscal Year 2026



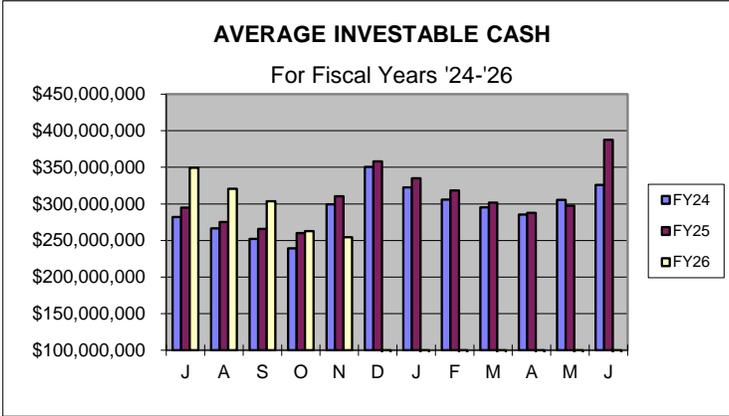
Jul	375,774.83
Aug	861,634.64
Sep	1,462,847.27
Oct	1,060,552.50
Nov	726,649.46
Dec	
Jan	
Feb	
Mar	
Apr	
May	
Jun	
YTD	4,487,458.70
Proj	4,431,000
L/Y	11,907,802

**YELLOWSTONE COUNTY INVESTMENT POOL  
INTEREST EARNINGS COMPUTATION (3 YR REVIEW)  
November, 2025**

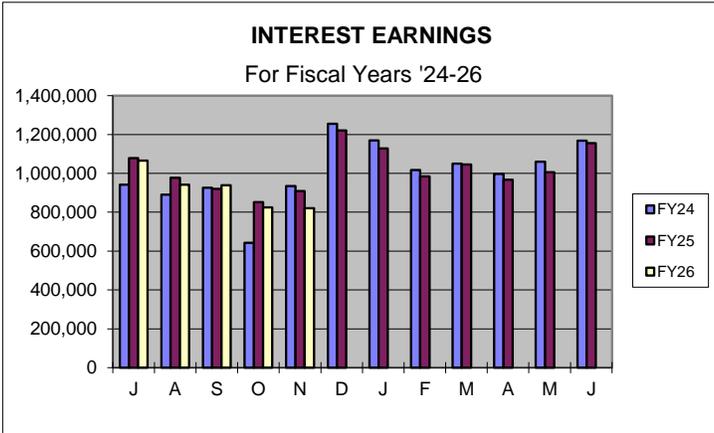
<u>MO</u>	<u>YR</u>	<u>Days in Month</u>	<u>ACCR INT Beg of Month</u>	<u>ACCR INT End of Month</u>	<u>CHANGE</u>	<u>INTEREST COLLECTED</u>	<u>INTEREST EARNED</u>	<u>DAILY CASH BALANCE</u>	<u>AVE RATE OF RETURN</u>
7	23	31	805,282	1,532,061	726,779	214,248	941,027	281,913,169	3.93%
8	23	31	1,532,061	1,344,608	(187,453)	1,077,818	890,365	266,625,901	3.93%
9	23	30	1,344,608	1,380,522	35,914	890,673	926,587	252,288,462	4.47%
10	23	31	1,380,522	1,435,671	55,149	586,797	641,946	239,467,106	3.16%
11	23	30	1,435,671	1,959,761	524,090	410,594	934,684	299,482,374	3.80%
12	23	31	1,959,761	2,103,465	143,704	1,111,911	1,255,615	350,553,325	4.22%
1	24	31	2,103,465	2,406,668	303,203	866,905	1,170,108	322,399,420	4.27%
2	24	29	2,406,668	2,173,492	(233,176)	1,250,497	1,017,321	305,883,826	4.19%
3	24	31	2,173,492	1,954,243	(219,249)	1,269,440	1,050,191	295,362,747	4.19%
4	24	30	1,954,243	2,064,982	110,739	886,080	996,819	285,536,194	4.25%
5	24	31	2,064,982	2,112,045	47,063	1,012,620	1,059,683	305,671,912	4.08%
6	24	30	2,112,045	1,451,792	(660,253)	1,828,756	1,168,503	325,892,052	4.36%
<b>FY24</b>		<b>366</b>				<b>11,406,339</b>	<b>12,052,849</b>	<b>294,256,374</b>	<b>4.10%</b>
7	24	31	1,451,792	2,178,906	727,114	351,878	1,078,992	294,837,015	4.31%
8	24	31	2,178,906	2,485,825	306,919	670,249	977,168	275,119,850	4.18%
9	24	30	2,485,825	1,959,347	(526,478)	1,446,682	920,204	265,892,311	4.21%
10	24	31	1,959,347	1,627,201	(332,146)	1,183,471	851,325	260,017,454	3.85%
11	24	30	1,627,201	1,853,966	226,765	681,797	908,562	310,527,407	3.56%
12	24	31	1,853,966	2,300,683	446,717	774,652	1,221,369	358,211,822	4.01%
1	25	31	2,300,683	2,515,616	214,933	913,590	1,128,523	334,924,682	3.97%
2	25	28	2,515,616	2,538,941	23,325	961,242	984,567	318,405,255	4.03%
3	25	31	2,538,941	2,014,020	(524,921)	1,570,798	1,045,877	301,894,966	4.08%
4	25	30	2,014,020	1,743,798	(270,222)	1,237,037	966,815	287,785,926	4.09%
5	25	31	1,743,798	1,868,899	125,101	881,308	1,006,409	297,512,425	3.98%
6	25	30	1,868,899	1,789,617	(79,282)	1,235,098	1,155,816	387,767,863	3.63%
<b>FY25</b>		<b>365</b>				<b>11,907,802</b>	<b>12,245,627</b>	<b>307,741,415</b>	<b>3.98%</b>
7	24	31	1,789,617	2,479,041	689,424	375,775	1,065,199	349,258,352	3.59%
8	24	31	2,479,041	2,559,708	80,667	861,635	942,302	320,615,063	3.46%
9	24	30	2,559,708	2,035,888	(523,820)	1,462,847	939,027	303,721,259	3.76%
10	24	31	2,035,888	1,799,832	(236,056)	1,060,553	824,497	262,725,820	3.70%
11	24	30	1,799,832	1,893,434	93,602	726,949	820,551	254,297,951	3.93%
12	24	31	1,893,434		(1,893,434)		(1,893,434)		#DIV/0!
1	25	31	0		0		0		#DIV/0!
2	25	28	0		0		0		#DIV/0!
3	25	31	0		0		0		#DIV/0!
4	25	30	0		0		0		#DIV/0!
5	25	31	0		0		0		#DIV/0!
6	25	30	0		0		0		#DIV/0!
<b>FY26</b>		<b>365</b>				<b>4,487,759</b>	<b>2,698,142</b>	<b>298,123,689</b>	<b>0.91%</b>

# YELLOWSTONE COUNTY INVESTMENT POOL COMPARISON GRAPHS (3 YR REVIEW)

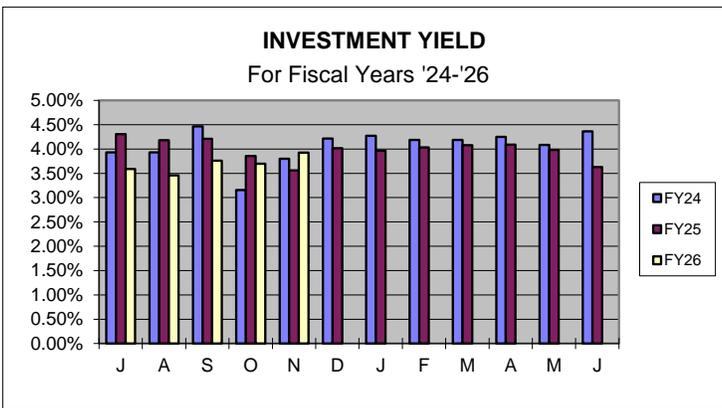
November, 2025



	FY24	FY25	FY26
J	281,913,169	294,837,015	349,258,352
A	266,625,901	275,119,850	320,615,063
S	252,288,462	265,892,311	303,721,259
O	239,467,106	260,017,454	262,725,820
N	299,482,374	310,527,407	254,297,951
D	350,553,325	358,211,822	0
J	322,399,420	334,924,682	0
F	305,883,826	318,405,255	0
M	295,362,747	301,894,966	0
A	285,536,194	287,785,926	0
M	305,671,912	297,512,425	0
J	325,892,052	387,767,863	0



	FY24	FY25	FY26
J	941,027	1,078,992	1,065,199
A	890,365	977,168	942,302
S	926,587	920,204	939,027
O	641,946	851,325	824,497
N	934,684	908,562	820,551
D	1,255,615	1,221,369	0
J	1,170,108	1,128,523	0
F	1,017,321	984,567	0
M	1,050,191	1,045,877	0
A	996,819	966,815	0
M	1,059,683	1,006,409	0
J	1,168,503	1,155,816	0
<b>Total</b>	<b>12,052,849</b>	<b>12,245,627</b>	<b>4,591,576</b>



	FY24	FY25	FY26
J	3.93%	4.31%	3.59%
A	3.93%	4.18%	3.46%
S	4.47%	4.21%	3.76%
O	3.16%	3.85%	3.70%
N	3.80%	3.56%	3.93%
D	4.22%	4.01%	#DIV/0!
J	4.27%	3.97%	#DIV/0!
F	4.19%	4.03%	#DIV/0!
M	4.19%	4.08%	#DIV/0!
A	4.25%	4.09%	#DIV/0!
M	4.08%	3.98%	#DIV/0!
J	4.36%	3.63%	#DIV/0!

**YELLOWSTONE COUNTY INVESTMENT POOL  
STIP INVESTMENTS & SD7 Segregated Bond Proceeds Account**

**November, 2025**

Date	Activity POOL	Activity SD7-Laurel ELEM	Activity	Activity	Activity	Activity	NOTE 1 Fund 7775				Combined Investment Value	Daily Net Yield	Interest POOL	Interest SD7	TOTAL INTEREST EARNED				
							Balance	Seq	Acct-Non	STIP						POOL	SD7-Laurel ELEM		
Beg																			
Bal						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00								
1						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1927289	5,169.12		5,169.12				
2						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1927276	5,169.12		5,169.12				
3						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1805346	5,154.08		5,154.08				
4						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.5669429	5,630.48		5,630.48				
5						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2679399	5,261.84		5,261.84				
6						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2623609	5,254.97		5,254.97				
7						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1797881	5,153.16		5,153.16				
8						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1797881	5,153.16		5,153.16				
9						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1797881	5,153.16		5,153.16				
10						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2074202	5,187.23		5,187.23				
11						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.3798245	5,399.78		5,399.78				
12						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1754426	5,147.81		5,147.81				
13						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2599963	5,252.05		5,252.05				
14						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2192818	5,201.85		5,201.85				
15						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2192818	5,201.85		5,201.85				
16						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.2192818	5,201.85		5,201.85				
17						45,000,000.00	0.00	0.00	0.00	0.00	45,000,000.00	4.1480077	5,113.98		5,113.98				
18	4,000,000.00					49,000,000.00	0.00	0.00	0.00	0.00	49,000,000.00	4.2424654	5,695.36		5,695.36				
19	5,000,000.00					54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.1901597	6,199.14		6,199.14				
20						54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.1512776	6,141.62		6,141.62				
21						54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.1287972	6,108.36		6,108.36				
22						54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.1287972	6,108.36		6,108.36				
23						54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.1287972	6,108.36		6,108.36				
24						54,000,000.00	0.00	0.00	0.00	0.00	54,000,000.00	4.2059958	6,222.57		6,222.57				
25	8,000,000.00					62,000,000.00	0.00	0.00	0.00	0.00	62,000,000.00	4.3620159	7,409.45		7,409.45				
26	20,000,000.00					82,000,000.00	0.00	0.00	0.00	0.00	82,000,000.00	4.1505276	9,324.47		9,324.47				
27						82,000,000.00	0.00	0.00	0.00	0.00	82,000,000.00	4.1505276	9,324.47		9,324.47				
28	20,000,000.00					102,000,000.00	0.00	0.00	0.00	0.00	102,000,000.00	4.1841614	11,692.73		11,692.73				
29						102,000,000.00	0.00	0.00	0.00	0.00	102,000,000.00	4.1841619	11,692.73		11,692.73				
30						102,000,000.00	0.00	0.00	0.00	0.00	102,000,000.00	4.1841619	11,692.73		11,692.73				
31						102,000,000.00	0.00	0.00	0.00	0.00	102,000,000.00		0.00		0.00				
							<u>57,000,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>			
							57,000,000.00	55,322,580.65	NOTE 1										
<b>Pooled Interest Activity</b>							<u>45,000,000.00</u>						100.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
							<u>102,000,000.00</u>												
372,069.45 INTEREST ACCRUED @ EOM													372,069.45	0.00	0.00	0.00	0.00	372,069.45	Actual-rouning
0.00 INTEREST RECEIPTED CURR MONTH													0.00	0.00	0.00	0.00	0.00	0.00	Actually received
0.00 INTEREST ACCRUED @ PRIOR EOM																			
<u>372,069.45</u> INTEREST EARNED THROUGH EOM-NOT COLLECTED (POOLED ONLY)																			

NOTE: Yield for STIP for Sept 2025 - 4.441%  
 NOTE: Yield for STIP for Oct 2025 - 4.315%  
 NOTE: Yield for STIP for Nov 2025 - 4.214%  
  
 NOTE: Yield for STIP for FY23 - 3.712%  
 NOTE: Yield for STIP for FY24 - 5.386%  
 NOTE: Yield for STIP for FY25 - 4.715%

**YELLOWSTONE COUNTY  
NONPOOLED (SEPARATE) INVESTMENTS - SD#2 (DEBT SERVICE SINKING FUND & RESERVED)  
November, 2025**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ DISCOUNT	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	
<b>RESERVED FOR DEBT SERVICE SINKING FUND</b>															
CDARS	WSB-HS QSCB Series 2010	06/12/25	1 yr	06/11/26	6,630,864.86	0.00	0.00	6,630,864.86	3.000%	100.000000	3.000%	ANNUAL		High	
CDARS	WSB-EI QSCB Series 2010A	06/12/25	1 yr	06/11/26	2,116,977.96	0.00	0.00	2,116,977.96	3.000%	100.000000	3.000%	ANNUAL		Elem	
CDARS	WSB-EIQZAB Series 2010B	06/12/25	1 yr	06/11/26	1,749,568.56	0.00	0.00	1,749,568.56	3.000%	100.000000	3.000%	ANNUAL		Elem	
CDARS	WSB-HS QECCB Series 2012	06/12/25	1 yr	06/11/26	2,456,394.26	0.00	0.00	2,456,394.26	3.000%	100.000000	3.000%	ANNUAL		High	
CDARS	WSB-QZAB Series 2012A	06/12/25	1 yr	06/11/26	2,950,272.48	0.00	0.00	2,950,272.48	3.000%	100.000000	3.000%	ANNUAL		Elem	
CDARS	WSB-QECB Series 2012C	06/12/25	1 yr	06/11/26	2,959,046.61	0.00	0.00	2,959,046.61	3.000%	100.000000	3.000%	ANNUAL		Elem	
<b>SUBTOTAL - SEPARATE INVESTMENTS -DEBT SERVICE</b>					<b>18,863,124.73</b>	<b>0.00</b>	<b>0.00</b>	<b>18,863,124.73</b>							
<b>BOND SALE PROCEEDS</b>															
														Daily	
								<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>				
TOTAL INVESTABLE CASH:					<b>18,863,124.73</b>	<b>0.00</b>	<b>0.00</b>	<b>18,863,124.73</b>							
								18,863,124.73	cross foot						
								0.00							
								18,863,124.73	Daily Activity						
								0.00							
								9,775,865.61	Elem						
								9,087,259.12	HS						
								<u>18,863,124.73</u>	Total						

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank

**YELLOWSTONE COUNTY  
NONPOOLED (SEPARATE) INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND & RESERVED)  
November, 2025**

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ DISCOUNT	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
<b>INVESTMENTS - SD#24 (RESERVED)</b>														
					<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>						
<b>INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND)</b>														
CDARS	WESTERN SEC. BANK	06/12/25	1 year	06/11/26	9,174,201.68	0.00	0.00	9,174,201.68	3.000%	100.000000	3.000%	ANNUAL		(1)
<b>SUBTOTAL - SEPARATE INVESTMENTS</b>					<b>9,174,201.68</b>	<b>0.00</b>	<b>0.00</b>	<b>9,174,201.68</b>						
TOTAL INVESTABLE CASH:					<b>9,174,201.68</b>	<b>0.00</b>	<b>0.00</b>	<b>9,174,201.68</b>						
								9,174,201.68	cross foot					
								0.00						
								9,174,201.68	Daily Activity					
								0.00						

Note1: Sinking fund for debt service. Bank combined two investments now that both termed in 2020, and were re-invested for 1 yr going forward.

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank

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

**Meeting Date:** 12/16/2025

**Title:** Response to Audit Findings - December 8, 2025

**Submitted By:** Amy Mills

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**TOPIC:**

November 16 - November 30 Payroll Audit

**BACKGROUND:**

na

**RECOMMENDED ACTION:**

na

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**Attachments**

Audit Findings

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**PAYROLL AUDIT**  
**November 16 to November 30, 2025**

Date: 12/4/2025  
To: Board of County Commissioners  
From: Tanya McWilliams, Deputy Auditor

Checked items indicate  
changes made by payroll.

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

Date	Employee Name	Department	Finding
12/4/25	Jamieson, Troy	Detention	Correct rates -Reg s/b 29.11, OT w/Diff s/b 29.81, Overtime s/b 29.11

✓

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

4. a.

**Meeting Date:** 12/16/2025

**Title:** Snow Removal Contracts

**Submitted For:** Monica Plecker, Public Works Director

**Submitted By:** Trasee Field, Senior Secretary

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**TOPIC:**

25-26 Snow Removal Contract with Good Earth Works Company Inc.

**BACKGROUND:**

Snow removal contracts for Whitetail Subdivision and Crestview Subdivision with Good Earth Works Company Inc.

**RECOMMENDED ACTION:**

File

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**Attachments**

Contract

Contract

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**Standard Form of Agreement between Owner  
and Contractor on the Basis of  
A Stipulated Price  
Snow Plowing for White Tail Sub RSID 667M**

This agreement is dated as of the \_\_\_1\_\_\_ of November 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Good Earth Works Company Inc. 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 White Tail Subdivision, RSID 667 M, as outlined in the attached Scope of dated November 20<sup>th</sup>, 2018.

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 \$ 350.00 per plowing,

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 Scope of Work dated November 20<sup>th</sup>, 2018.
- 5.3 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 causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's 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.
- 6.7 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

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

This Agreement will be effective November 1, 2025

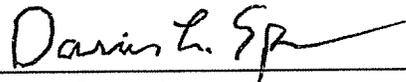
OWNER:  
Yellowstone County  
Billings, Montana 59101



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Monica Plecker  
Public Works Director

CONTRACTOR:  
Good Earth Works  
4215 US HWY 312  
Billings Montana 59105



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Darrin Spooner  
406-697-5760

**Snow Plowing in White Tail Subdivision RSID 667 M**

**Scope of Work – Specifications**

**Date November 30<sup>th</sup> 2018**

The scope of work includes the following:

Whitetail Subdivision is located north east 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 3 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Ken Brew, may request additional snow plowing if less than 3 inches of snow have accumulated but it must be requested by the Ad-Hoc chairperson.
- 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 Wade Irion

Address 3247 Threebars Trail  
Billings Mt

Phone            406-861-9559 \_\_\_\_\_

Email            \_\_\_\_\_

**Standard Form of Agreement between Owner  
and Contractor on the Basis of  
A Stipulated Price  
Snow Plowing for Crest View Sub RSID 820**

This agreement is dated as of the \_\_\_\_1\_\_ of November 2025, by and between Yellowstone County, Montana (hereinafter called Owner), and Good Earth Works Company Inc. 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 Crest View Subdivision, RSID 820 M, as outlined in the attached Scope of dated November 20<sup>th</sup>, 2018.

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 \$ 350.00 per plowing,

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 Scope of Work dated November 20<sup>th</sup>, 2018.
- 5.3 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 causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County/ Public Works, is liable for any damages by reason of a non-delegable duty.

6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County/Yellowstone County Public Works. Workers Compensation insurance, or the exemption from the workers compensation obligation must be valid for the entire period.

6.4 Owner and Contractor each 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

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

This Agreement will be effective November 1, 2025

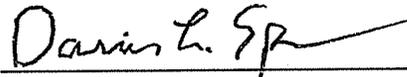
OWNER:  
Yellowstone County  
Billings, Montana 59101



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Monica Plecker  
Public Works Director

CONTRACTOR:  
Good Earth Works  
4215 US HWY 312  
Billings Montana 59105



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Darrin Spooner  
406-697-5760

**Snow Plowing in Crest View Subdivision RSID 820M**

**Scope of Work – Specifications**

**Date November 20<sup>th</sup> 2018**

The scope of work includes the following:

Crest View \_ Subdivision is located north east 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 3 or more inches of snow have accumulated on the road surfaces to be plowed. The Ad-Hoc committee chairperson, Larry Kaufman, may request additional snow plowing if less than 3 inches of snow have accumulated but it must requested by the Add-Hoc chairperson.
- 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        Wade Irion

Address        3247 Threebars Trail    Billings Mt

Phone         406-8619559

Email         \_\_\_\_\_

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

4. b.

**Meeting Date:** 12/16/2025

**Title:** Snow Removal Contract with River Ridge Landscape Company

**Submitted For:** Monica Plecker, Public Works Director

**Submitted By:** Trasee Field, Senior Secretary

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**TOPIC:**

25-26 Snow Removal Contract with River Ridge Landscaping Company

**BACKGROUND:**

25-26 Snow removal contract with River Ridge Landscaping for River Ranch Retreat Subdivision RSID 806M

**RECOMMENDED ACTION:**

File

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**Attachments**

Contract

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## Standard Form of Agreement for Snow Removal between Yellowstone County and Contractor on the Basis of a Stipulated Price

This agreement is dated as of the 10 day of November 2025, by and between Yellowstone County, Montana (the County), and River Ridge Landscape Company, Laurel, Montana (hereinafter called Contractor).

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

**Scope of Work:** Automatically plow when there is at least 4 inches of snow on the ground, or as requested by the ad-hoc chair Matt Wagner on the following streets:

- Labrador Drive from River Road to the cul-de-sac
- Beretta Drive from River Road in its entirety
- Retreat Drive from Labrador Drive in its entirety

Contractor shall provide all labor and equipment necessary to fulfill the Scope of Work specification sheet, attached.

### 2. Contract Times

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

### 3. Contract Price

The County shall pay the Contractor \$550.00 per plowing of the additional \$250.00 for snow drift removal when needed. paved roads and an

### 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 the County 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 the County and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work Specification Sheet dated December 2, 2019.
- 5.3 Contractor's current Certificate of Insurance, current Independent Contractor designation and Workers Compensation coverage.

**6. Miscellaneous**

- 6.1 Contractor shall not assign this agreement in whole or in part without written consent by the County, which consent shall not be unreasonably withheld.
- 6.2 Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ Public Works, as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County / Public Works, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

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

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

Contractor agrees to defend, indemnify and hold harmless Yellowstone County / Public Works from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including

settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractor's 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.
  - 6.7 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 Contractor's 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 November 10, 2025.

OWNER:  
Yellowstone County  
Billings, Montana 59101



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Monica Plecker  
Public Works Director

CONTRACTOR:  
River Ridge Landscape Company  
Laurel, MT 59044



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Aaron Chrisiansen  
Landscape Maintenance Manager

**Snow Plowing**  
**Scope of Work – Specification Sheet**  
**December 2, 2019**

The scope of work includes the following:

- River Ranch Retreat is located south of Laurel, Montana. 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 for paved roads. The Ad-Hoc committee chairperson, ~~Linda Hakert~~, may request snow plowing if less than 2 inches of snow have accumulated but it must be requested by the Ad-Hoc chairperson.
- 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: \_\_\_\_\_

Matt Wagner

Address: 521 Labrador Dr.\_\_\_\_\_

Phone: 406-671-4845

Email:

