

COMMISSIONER MEETINGS

All meetings take place in the Commissioners Conference Room (308)
located in the Ostlund Building @ 2825 3rd Ave N (3rd Floor)
and are open to the public unless otherwise noted

THURSDAY - APRIL 9, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Planning Department** - Amended Plat of Eastslope Meadows Subdivision, for the Purpose of Dedicating Right-of-Way Easements as Roads
2. **MetraPark** -
 - a. MetraPark Concessions Pricing Follow up from 12/23/25 Discussion Meeting
 - b. MetraPark IATSE Contract
 - c. Kava Sales at MetraPark
3. **Public Works** - Code Enforcement Update

COMMISSIONERS

1. Board Applications - Christian Jette to the Bicycle and Pedestrian Advisory Committee & Amanada Scheidler to the Billings Public Library Board
2. Commissioner Board Reports

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.*

Closed - Personnel Matter

Meeting Date: 04/09/2026

SUBJECT: Eastslope Meadows Subdivision, Amended Plat

THROUGH: Hunter Kelly

FROM: Hunter Kelly

TOPIC

Planning Department - Amended Plat of Eastslope Meadows Subdivision, for the Purpose of Dedicating Right-of-Way Easements as Roads

INTRODUCTION

On March 2, 2026, IMEG Engineering, on behalf of Hardrives Construction INC, applied for approval of an Amended Plat of Eastslope Meadows Subdivision. The proposed subdivision creates no new lots for development, but amends the original plat to dedicate the original right-of-way easements as roads. The subject property is generally located west of S 64th Street W and north of Danford Road. The property is unzoned. The land is currently used as commercial land.

The original Preliminary Plat of Eastslope Subdivision was approved by the Board of County Commissioners on September 24, 2024, with 8 Conditions of Approval. The original Final Plat of Eastslope Subdivision was approved by the Board of County Commissioners on September 16, 2025, upon seeing the conditions of approval were satisfied. In the original subdivision, the internal road network was established through a Public Access Easement. The purpose of this amended plat is to dedicate the road network as public access roads. All roads within the subdivision were constructed as 28-foot width within a 60-foot wide right of way, to the satisfaction of the Public Works division under the previous SIA. These roads will be maintained with an RSID.

RECOMMENDATION

Staff recommends to the Board of County Commissioners that the preliminary plat of Amended Plat of Eastslope Meadows Subdivision be conditionally approved and the Findings of Fact adopted as presented in the staff report.

VARIANCE REQUESTED

No variances are requested.

PROPOSED CONDITIONS OF APPROVAL

1. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
2. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, regulations, policies, and resolutions of the Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

Original Subdivision Process:

- Original Subdivision Preliminary Approval: September 24, 2024
- Original Subdivision Final Approval: September 16, 2025

Amended Subdivision Process:

- Pre-Application Meeting: January 15, 2026
- Preliminary Plat application submitted to Planning Division: March 2, 2026
- Preliminary Plat to Board of County Commissioners: April 14, 2026
- 35 Working-Day Preliminary Plat Review period ends: April 20, 2026

PLAT INFORMATION

General location: west of S 64th Street W and north of Danford Road

Legal Description: Lots 1-9 of Eastslope Meadows Subdivision, SE ¼ of Section 30, Township 01 South, Range 25 E

Owner/Subdivider: Hardrives Construction Inc

Surveyor/Engineer: IMEG Engineering

Existing Zoning: None

Proposed Zoning: None

Existing Land Use: Commercial

Proposed Land Use: Commercial

Gross area: 33.61 Acres

Net area: 33.61 Acres

Proposed number of lots: 9

Max.: 8.48 Acres

Min.: 1.46 Acres

Parkland requirements: N/A

PLANNING BOARD PUBLIC HEARING DISCUSSION

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

CONCLUSIONS OF FINDINGS OF FACT

RECOMMENDATION

Attachments

Preliminary Plat

Draft Subdivision Improvement Agreement

Findings of Fact

Original Final Plat

Original SIA

AMENDED PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 EASTSLOPE MEADOWS SUBDIVISION

LOCATED IN THE SE1/4 OF SECTION 30, T.01S., R.25E., P.M.M., YELLOWSTONE COUNTY, MONTANA

SURVEY COMMISSIONED BY: HARDRIVES CONSTRUCTION INC.
PREPARED BY: IMEG CONSULTANTS CORP.
DATE: DECEMBER 2025
RECORD OWNERS: HARDRIVES CONSTRUCTION INC.

PERIMETER LEGAL DESCRIPTION:

LOTS 1 THROUGH 9 OF EASTSLOPE MEADOWS SUBDIVISION, DOCUMENT NO. 4114667, RECORDS OF YELLOWSTONE COUNTY, LOCATED IN THE SOUTHEAST ONE-QUARTER (SE1/4) OF SECTION 30, TOWNSHIP 1 SOUTH, RANGE 25 EAST, PRINCIPAL MERIDIAN MONTANA, YELLOWSTONE COUNTY, MONTANA;

CONTAINING 33.61 ACRES, MORE OR LESS, BEING SUBJECT TO ALL EASEMENTS AND RIGHTS-OF-WAY AS SHOWN, EXISTING OR OF RECORD.

OWNER'S CERTIFICATION:

WE HEREBY CERTIFY THAT THIS SURVEY IS INTENDED TO GRANT ALL INTERNAL PUBLIC ACCESS EASEMENTS TO YELLOWSTONE COUNTY AS PUBLIC RIGHTS-OF-WAY. THEREFORE THIS SURVEY IS EXEMPT FROM REVIEW AS A SUBDIVISION PURSUANT TO 76-3-201(1)(H) MCA. TO WIT: 'S CREATED FOR RIGHTS-OF-WAY OR UTILITY SITES. A SUBSEQUENT CHANGE IN THE USE OF THE LAND TO A RESIDENTIAL, COMMERCIAL, OR INDUSTRIAL USE IS SUBJECT TO THE REQUIREMENTS OF THIS CHAPTER.

FURTHER, BUYERS OF PROPERTY SHOULD ENSURE THAT THEY HAVE OBTAINED AND REVIEWED ALL SHEETS OF THE PLAT AND ALL DOCUMENTS RECORDED AND FILED IN CONJUNCTION WITH THE PLAT AND THAT BUYERS OF PROPERTY ARE STRONGLY ENCOURAGED TO CONTACT THE LOCAL PLANNING DEPARTMENT AND BECOME INFORMED OF ANY LIMITATIONS ON THE USE OF THE PROPERTY PRIOR TO CLOSING, AND

FURTHER, THE UTILITY EASEMENTS DEPICTED HEREON, GRANTED UNTO EVERY PERSON, FIRM, OR CORPORATION, HAVE BEEN DESIGNATED PER THE PLAT OF EASTSLOPE MEADOWS SUBDIVISION, DOC. NO. 4114667, AND

FURTHER, THE ROADWAYS DEPICTED HEREON ARE HEREBY DEDICATED TO THE USE OF THE PUBLIC FOREVER, AND

FURTHER, THAT THE ABOVE DESCRIBED LAND IS TO BE KNOWN AS AMENDED PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 OF EASTSLOPE MEADOWS SUBDIVISION.

HARDRIVES CONSTRUCTION INC.

SS _____
 JAMES A. BAILEY, PRESIDENT OF HARDRIVES CONSTRUCTION INC.

STATE OF _____
 COUNTY OF _____

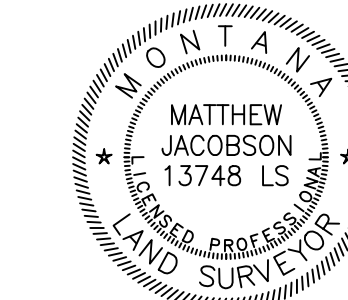
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON _____, 20____, BY JAMES A. BAILEY, PRESIDENT OF HARDRIVES CONSTRUCTION INC.

SS _____
 NOTARY PUBLIC

SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT REPRESENTS A SURVEY MADE UNDER MY SUPERVISION, AND SUBSTANTIALLY COMPLETED ON THE DATE SHOWN HEREON.

SS _____
 MATTHEW JACOBSON, PROFESSIONAL LAND SURVEYOR DATE _____
 MONTANA LICENSE NO. 13748LS



CERTIFICATE OF CITY-COUNTY HEALTH DEPARTMENT

THIS SUBDIVISION PLAT HAS BEEN REVIEWED AND APPROVED.

SS _____
 YELLOWSTONE CITY-COUNTY HEALTH DEPARTMENT DATE _____
 (DBA RIVERSTONE HEALTH)

YELLOWSTONE COUNTY ATTORNEY'S OFFICE

THIS DOCUMENT HAS BEEN REVIEWED BY THE COUNTY ATTORNEY'S OFFICE AND IS ACCEPTABLE TO FORM.

YELLOWSTONE COUNTY ATTORNEY DATE _____

YELLOWSTONE COUNTY TREASURER'S OFFICE

I HEREBY CERTIFY THAT ALL REAL PROPERTY TAXES AND SPECIAL ASSESSMENTS ASSESSED AND LEVIED ON THE LAND ABOVE DESCRIBED ARE PAID PER 76-3-611(1)(B) MCA.

YELLOWSTONE COUNTY TREASURER DATE _____

CERTIFICATE OF COUNTY COMMISSIONER APPROVAL

WE, THE BOARD OF COUNTY COMMISSIONERS, FOR THE COUNTY OF YELLOWSTONE, MONTANA, DO HEREBY CERTIFY THAT WE HAVE EXAMINED THIS AMENDED PLAT OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, AND 9 OF EASTSLOPE MEADOWS SUBDIVISION, AND APPROVE SAID PLAT, AND ACCEPT ALL PUBLIC EASEMENTS AND DEDICATED RIGHTS-OF-WAY IN THE INTEREST OF THE PUBLIC.

DATED THIS _____ DAY OF _____, 20____

SS _____
 CHAIRMAN DATE _____

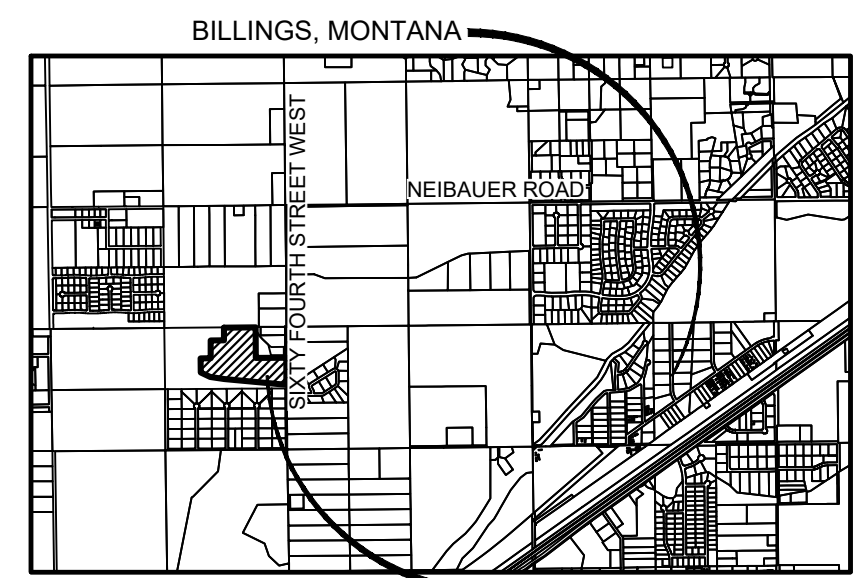
SS _____
 COMMISSIONER DATE _____

SS _____
 COMMISSIONER DATE _____

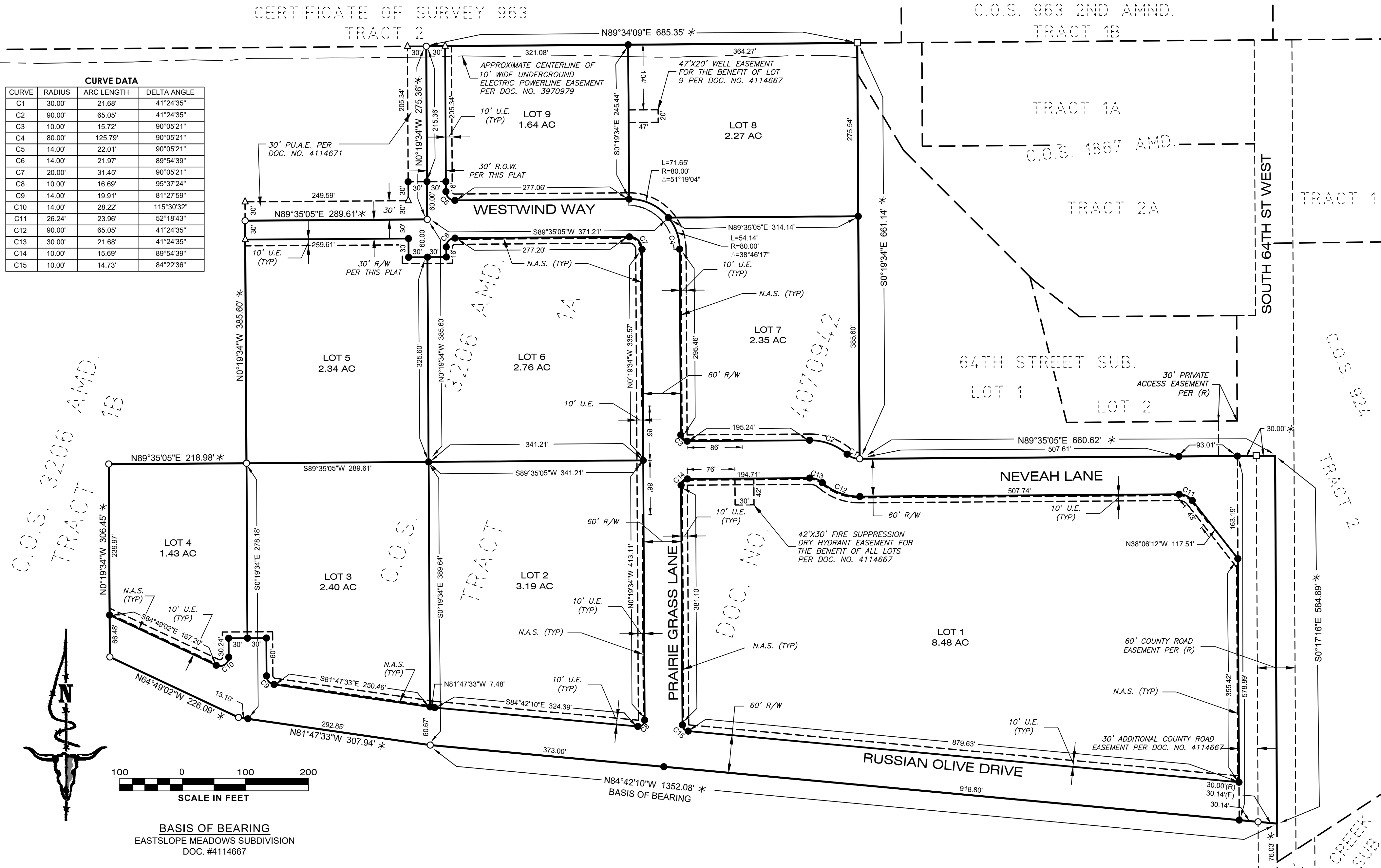
ATTEST: _____
 CLERK AND RECORDER DATE _____

CLERK AND RECORDER FILING INFORMATION

- LEGEND**
- △ = SET 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
 - = FOUND 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
 - = FOUND 5/8"x24" REBAR WITH 1-1/4" YPC (JACOBSON, 13748LS)
 - ⊙ = FOUND 2" ALUM. CAP (ESSEX, 44948LS)
 - = FOUND 1-1/4" ALUM. CAP (MUELLER ENGINEERING)
 - (F) = FOUND THIS SURVEY
 - (RT) = RECORD OR ADDITIVE PER EASTSLOPE SUBDIVISION DOC. NO. 4114667
 - RM = REFERENCE MONUMENT
 - YPC = YELLOW PLASTIC CAP
 - RPC = RED PLASTIC CAP
 - R/W = RIGHT OF WAY
 - AC = ACRES
 - U.E. = UTILITY EASEMENT PER EASTSLOPE MEADOWS SUBDIVISION DOC. NO. 4114667
 - PA.E. = PUBLIC ACCESS EASEMENT
 - N.A.S. = NO ACCESS STRIP PER DOC. NO. 4114667 (EXAGGERATED FOR CLARITY)
 - (*) = RECORD, FOUND, OR ADDITIVE PER DOC. NO. 4114667



VICINITY MAP
NOT TO SCALE



BASIS OF BEARING
EASTSLOPE MEADOWS SUBDIVISION
DOC. #4114667

PREPARED BY:

 175 N. 27TH. ST. STE. 1312 PH: 406.248.9000
 BILLINGS, MT FAX: 406.721.5224
 59101 www.imegcorp.com
 IMEG PROJECT NO. 23000514.03

1/4	SEC.	T.	R.
30	1S.	25E.	

Return To:

SUBDIVISION IMPROVEMENTS AGREEMENT
EASTSLOPE MEADOWS SUBDIVISION
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Yellowstone County

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(Subdivision Improvements Agreement)

This agreement is made and entered into this ___ day of _____, 20___, by and between *Hardrives Construction, Inc.*, whose address for the purpose of this agreement is PO Box 2535, Billings, MT 59103, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ___ day of _____, 20___, the Board of Planning recommended conditional approval of a preliminary plat of *Eastslope Meadows Subdivision*, and

WHEREAS, at a regular meeting conducted on ___ day of _____, 20___, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Eastslope Meadows Subdivision*, and

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

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

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

I. VARIANCES

A. The subdivider requests no variances for the *Eastslope Meadows Subdivision*.

II. CONDITIONS THAT RUN WITH THE LAND

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

B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. A RSID has been prepared for future maintenance of all public (or common) improvements for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

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

A. Streets

The Eastslope Meadows Subdivision includes the following internal public access roads:

- All four roads within the subdivision have been installed to a standard asphalt 28-foot-width and are located within 60' wide public right of way as displayed on the final plat and will be maintained by an RSID created with this subdivision. The four roads are named Westwind Way, Prairie Grass Lane, Russian Olive Drive and Neveah Lane. Russian Olive Drive and Neveah Lane will provide access to the subdivision from South 64th Street West.

B. Traffic Control Devices

- Stop signs have been installed at the intersection of Russian Olive Drive and S 64th Street W and the intersection of Neveah Lane and S 64th Street W. Both stop signs face internally into the subdivision.
- A Traffic Impact Study has been prepared for the Eastslope Meadows Subdivision. All recommended changes from the Traffic Impact Study have been installed.

C. Access

- There are two accesses for this subdivision, each approach is 60' wide. Both approaches are from South 64th St. West.
- All lots within the subdivision are accessed using the internal public road network.

D. Billings Area Bikeways and Trail Master Plan (BABTMP)

The Eastslope Meadows Subdivision is near the BABTMP, with a Bike Lane Future and Shared Use Path located along South 64th St. West, however the trail does not intersect the property thus no easements or trail improvements are required.

IV. EMERGENCY SERVICE

- Billings Urban Fire Service Area will provide fire protection for the subdivision. A new 30,000-gallon dry hydrant has been constructed within the subdivision to provide fire protection.
- Police protection is provided by Yellowstone County Sheriff's Department.
- Ambulance Service is provided by American Medical Response.

V. STORM DRAINAGE

- A system of roadside ditches and retention ponds for each lot has been approved by MDEQ.
- All drainage improvements comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan has been submitted and approved by MDEQ.

VI. UTILITIES

A. Water

- Each lot will have an individual well approved by MDEQ and DNRC.
- MDEQ approval for these systems has been granted and will be included with the final plat filing.
- Section 4.9 of the Yellowstone County Subdivision Regulations concerning water has been complied with.

B. Septic System

- Lot 1 is served by an existing gravity septic system.
- Lots 2-9 are approved to be served by individual raised sand mound drainfields.
- MDEQ approval has been granted for these systems will be included with the final plat filing.
- Section 4.8 of the Yellowstone County Subdivision Regulations concerning septic systems has been complied with.

C. Power, Telephone, Gas, and Cable Television

- These utilities will be provided within the 60' public access easements created as part of this subdivision, displayed on the face of the final plat and included as documents within the final plat submittal.

D. Solid Waste

- Solid waste will be disposed of by a local waste collection company and will be sent to the Billings Regional Landfill.

VII. PARKS/OPEN SPACE

There is no parkland dedication requirement for this subdivision, as all parcels are nonresidential pursuant to (76-3-621(3)(a-e), MCA) and the Yellowstone County Subdivision Regulations Section 10.8.

VIII. IRRIGATION

- The Danford Drain irrigation ditch located adjacent to the southern border of the property will remain unobstructed and unaffected by this subdivision.
- No water rights exist within this subdivision thus no water rights will be transferred to individual lot owners.

IX. WEED MANAGEMENT

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

- A Weed Management Plan has been approved by the Yellowstone County Weed Department and will be filed with the final plat. Said weed management plan includes the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan has been approved as part of the management plan. A seeding recommendation has been obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

The subdivider has not completed any geotechnical study. Lot owners are encouraged to perform individual geotechnical studies prior to building.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

XII. LEGAL PROVISIONS

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

maintenance of all public (or common) constructed improvements prior to final plat approval.

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Amended Eastslope Meadows Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property is used for farming purposes. The Danford Drain irrigation ditch located adjacent to the southern border of the property will remain unobstructed and unaffected by this subdivision. All other drains and ditches will not be disturbed by the proposed subdivision. No water rights exist within this subdivision so no water rights will be transferred to individual lot owners. There will be no affect on water user facilities with this subdivision.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot will have an individual well for domestic water use. Wells for each lot will be the responsibility of the lot purchaser at the time of building construction. Maintenance of the individual cisterns will be the responsibility of the home owner. The proposed water system was approved by MDEQ during the original subdivision and will include the approval with the final plat filing.

Septic - It is proposed that each lot, within the proposed subdivision, will have a septic system. Lot 1 in the proposed subdivision has an existing gravity septic system. Lots 2-9 are approved to have individual raised sand mound drain fields. Installation of septic systems for each lot will be the responsibility of the lot purchaser at the time of building construction. Maintenance of the individual septic systems will be the responsibility of the home owner. The proposed septic system was approved by MDEQ in the original subdivision and will include the approval with the final plat filing.

b. **Streets and roads** – Access to the Amended Eastslope Meadows Subdivision comes from South 64th Street West. All roads within the subdivision are to be public roads. All roads were built to County Road Standards, 24-foot paved surface with 2-foot gravel shoulders on each side all within a 60-foot-wide access easement. This amended plat will repeal the easement and formally dedicate the roads to the public. All lots will be accessed from internal subdivision roads. The applicant will create an RSID for road maintenance, as described in the SIA The applicant has installed stop signs at the intersection of Russian Olive Drive and South 64th Street West. Both stop signs face internally into the subdivision. A TIS was prepared for the original subdivision. All recommended changes from the TIS have already been installed.

c. **Fire and Police services** – The property is within the BUFSA service area. A 30,000 gallon dr hydrant was constructed to the satisfaction of the Billings Fire Department in the original subdivision. The hydrant is maintained by an RSID.

The Yellowstone County Sheriff’s Department will provide law enforcement services to this subdivision.

d. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible to arrange for collection.

e. **Storm water drainage** – A stormwater management plan, and a system of roadside ditches and retention ponds for each lot was approved by MDEQ in the original subdivision.

f. **School facilities** – The proposed subdivision is a commercial subdivision and should have little to no impact on the schools. The property is located within the Eldergrove School District and West High as the designated high school.

g. **Parks and recreation** – This proposed subdivision is not required to provide parkland. The subdivision is proposed to be a commercial subdivision and so parkland dedication is not required.

h. **Postal Service** – The applicant has coordinated with the USPS to ensure they are providing a location for mail delivery that is convenient and safe and approved by the USPS.

i. **Historic features** – No known historic or cultural assets exist on the site.

j. **Phasing of Development** - The applicant is not proposing to phase this subdivision.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. A weed management plan was approved by the County Weed Department in the original filing.

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. The impact study shows there is wildlife in the area but available information for these studies is for a broad area which include this acreage. The land has been farmed for many years and that has disrupted the native wildlife on this parcel. A paragraph in the ‘Conditions that Run with the Land’ section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by the Yellowstone City-County Health Department prior to submittal of final plat.

Fire and emergency services are provided for this proposed subdivision from BUFSA and the Yellowstone County Sheriff's department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

An environmental assessment was required for this subdivision pursuant Section 9.2 C of the County Subdivision Regulations. The impacts to the environment which include, agricultural, water user facilities, natural environment wildlife and habitat, will be minimal. The land is not used for agricultural purposes, it is grassland and shrubs. With the large lots proposed the impacts to the natural environment should be minimal. There are no known endangered species on the land.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is consistent with similar types of large lot development in the surrounding area.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2023 Urban Area Transportation Plan

The subject property maintains the road the study area of the Transportation Plan. As proposed, there are only neighborhood streets associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan Update (BBTMP)

A proposed future Bike Lane and Shared Use Path is located along South 64th St. West, however the trail does not intersect the property. No easements or trail improvements are required with this subdivision.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The

subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivision must receive approval from the MDEQ prior to any building construction on each lot. New parcels, without existing septic systems, are subject to MDEQ review.

F. Does the proposed subdivision meet any applicable Zoning Requirements? [Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is not within a zoned area of Yellowstone County.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

Private utilities are to be installed in the road rights-of-way. Should the private utility companies require easements the applicant will be required to coordinate the easements needed with the private utility companies.

H. Does the proposed subdivision provide for Legal and Physical Access to all lots? [MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]

Legal and physical access will be provided from South 64th Street West to the new proposed subdivision roads. The internal streets will provide access to individual lots.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

Staff recommends the Board of County Commissioners conditionally approve the preliminary plat of Amended Eastslope Meadows Subdivision and adopt the Findings of Fact as presented in the staff report.

SUBDIVISION IMPROVEMENTS AGREEMENT
EASTSLOPE MEADOWS SUBDIVISION
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Yellowstone County

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(Subdivision Improvements Agreement)

This agreement is made and entered into this 16th day of September, 2025, by and between *Hardrives Construction, Inc.*, whose address for the purpose of this agreement is PO Box 2535, Billings, MT 59103, hereinafter referred to as "Subdivider," and YELLOWSTONE COUNTY, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, at a regular meeting conducted on 27th day of August, 2024, the Board of Planning recommended conditional approval of a preliminary plat of *Eastslope Meadows Subdivision*, and

WHEREAS, at a regular meeting conducted on 24 day of September, 2024, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Eastslope Meadows Subdivision*, and

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

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

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

I. VARIANCES

A. The subdivider requests no variances for the *Eastslope Meadows Subdivision*.

II. CONDITIONS THAT RUN WITH THE LAND

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

B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.



- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. A RSID has been prepared for future maintenance of all public (or common) improvements for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners expense.

III. TRANSPORTATION

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

A. Streets

The Eastslope Meadows Subdivision includes the following internal public access roads:

- All four roads within the subdivision have been installed to a standard asphalt 28-foot-width and are located within 60' wide public access easements as displayed on the final plat and will be maintained by an RSID created with this subdivision. The four roads are named Westwind Way, Prairie Grass Lane, Russian Olive Drive and Neveah Lane. Russian Olive Drive and Neveah Lane will provide access to the subdivision from South 64th Street West.

**B. Traffic Control Devices**

- Stop signs have been installed at the intersection of Russian Olive Drive and S 64th Street W and the intersection of Neveah Lane and S 64th Street W. Both stop signs face internally into the subdivision.
- A Traffic Impact Study has been prepared for the Eastslope Meadows Subdivision. All recommended changes from the Traffic Impact Study have been installed.

C. Access

- There are two accesses for this subdivision, each approach is 60' wide. Both approaches are from South 64th St. West.
- All lots within the subdivision are accessed using the internal public road network.

D. Billings Area Bikeways and Trail Master Plan (BABTMP)

The Eastslope Meadows Subdivision is near the BABTMP, with a Bike Lane Future and Shared Use Path located along South 64th St. West, however the trail does not intersect the property thus no easements or trail improvements are required.

IV. EMERGENCY SERVICE

- Billings Urban Fire Service Area will provide fire protection for the subdivision. A new 30,000-gallon dry hydrant has been constructed within the subdivision to provide fire protection.
- Police protection is provided by Yellowstone County Sheriff's Department.
- Ambulance Service is provided by American Medical Response.

V. STORM DRAINAGE

- A system of roadside ditches and retention ponds for each lot has been approved by MDEQ.
- All drainage improvements comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan has been submitted and approved by MDEQ.

VI. UTILITIES**A. Water**

- Each lot will have an individual well approved by MDEQ and DNRC.
- MDEQ approval for these systems has been granted and will be included with the final plat filing.
- Section 4.9 of the Yellowstone County Subdivision Regulations concerning water has been complied with.

**B. Septic System**

- Lot 1 is served by an existing gravity septic system.
- Lots 2-9 are approved to be served by individual raised sand mound drainfields.
- MDEQ approval has been granted for these systems will be included with the final plat filing.
- Section 4.8 of the Yellowstone County Subdivision Regulations concerning septic systems has been complied with.

C. Power, Telephone, Gas, and Cable Television

- These utilities will be provided within the 60' public access easements created as part of this subdivision, displayed on the face of the final plat and included as documents within the final plat submittal.

D. Solid Waste

- Solid waste will be disposed of by a local waste collection company and will be sent to the Billings Regional Landfill.

VII. PARKS/OPEN SPACE

There is no parkland dedication requirement for this subdivision, as all parcels are nonresidential pursuant to (76-3-621(3)(a-e), MCA) and the Yellowstone County Subdivision Regulations Section 10.8.

VIII. IRRIGATION

- The Danford Drain irrigation ditch located adjacent to the southern border of the property will remain unobstructed and unaffected by this subdivision.
- No water rights exist within this subdivision thus no water rights will be transferred to individual lot owners.

IX. WEED MANAGEMENT

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

- A Weed Management Plan has been approved by the Yellowstone County Weed Department and will be filed with the final plat. Said weed management plan includes the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan has been approved as part of the management plan. A seeding recommendation has been obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

The subdivider has not completed any geotechnical study. Lot owners are encouraged to perform individual geotechnical studies prior to building.



XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

(In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations. If using a security, describe the method in this section)

XII. LEGAL PROVISIONS

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

maintenance of all public (or common) constructed improvements prior to final plat approval.

SIA **4114668**

09/16/2025 03:13 PM Pages: 7 of 10 Fees: 5.00
Jeff Martin Clerk & Recorder, Yellowstone MT



This agreement is hereby approved and accepted by Yellowstone County, this 16th day of September, 2025

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: [Signature]
John Ostlund, Chairman
mark morse

[Signature]
* Mike Waters, Commissioner
Michael J. Waters

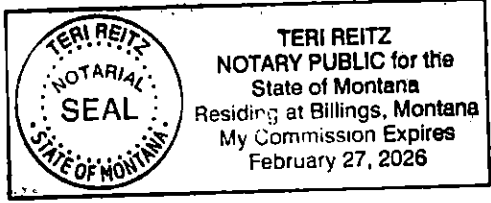
[Signature]
Mark Morse, Commissioner
Chris White

Attest: [Signature]
Jeff Martin, County Clerk and Recorder

STATE OF MT)
: SS
County of Yellowstone)

On this 16 day of September, 2025, before me, a Notary Public in and for the State of Montana, personally appeared ~~John Ostlund, Mike Waters, Mark Morse~~ and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana. * Michael J. Waters, Chris White

SS [Signature]



B.O.C.C Thursday Discussion

2. a.

Meeting Date: 04/09/2026

Title: MetraPark Concessions Pricing Follow up

Submitted By: Tim Wombolt, Accountant

TOPIC:

MetraPark Concessions Pricing Follow up from 12/23/25 Discussion Meeting

BACKGROUND:

Establish pricing and margin guidelines for MetraPark Concessions

RECOMMENDED ACTION:

Discussion and approval of guidelines

B.O.C.C Thursday Discussion

2. b.

Meeting Date: 04/09/2026

Title: MetraPark - IATSE Contract

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

MetraPark IATSE Contract

BACKGROUND:

MetraPark to provide details of the agreement between IATSE and MetraPark.

RECOMMENDED ACTION:

Discuss

Attachments

MetraPark - IATSE Agreement 2026

AGREEMENT
BETWEEN

THE METRAPARK ARENA
BILLINGS, MONTANA

AND

I.A.T.S.E LOCAL 240
BILLINGS, MONTANA

This is a (7) seven year agreement with an initial (3) three year term and (2) two separate, two-year renewals made, entered into and effective April 14th, 2026, through March 31st, 2033, by and between Yellowstone County and MetraPark (the County), and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, Local 240, P.O. Box 2337, Billings, Montana, 59103 (the Union).

Whereas, the County manages the operations of the First Interstate Arena, (the Arena) located on the Fairgrounds of Yellowstone County, for the purposes of entertainment and facilities for meetings, public attractions and conventions.

Whereas the Union has among its members individuals skilled in certain work associated with the sound and stage related aspects of the entertainment and theatrical industry, commonly known as Stagehands, Riggers, Wardrobe Attendants, and Projectionists, and from time to time the County desires to employ such employees as well as additional bargaining unit employees to perform certain work in connection with entertainment events, theatrical events, trade and industrial shows, sporting events and video, video and audio broadcast support at the Arena; and

Whereas the County and the Union desire to enter into a written Agreement setting forth the terms and conditions under which the bargaining unit employees will work at MetraPark.

Now, therefore, the County and the Union, in consideration of mutual promises herein contained and intending to be legally bound, agree as follows:

ARTICLE 1 SCOPE OF WORK AND RECOGNITION

1.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees skilled in certain work associated with the sound and stage-related aspects of the entertainment and theatrical industry, commonly know as stagehands (including truck and car loaders and soundmen), riggers, wardrobe attendants, and projectionists (from front to rear screen and closed circuit), and any other assignment that the County may request.

1.2 (a) Except as provided in Section 1, only employees represented by the Union shall perform work for the County at the MetraPark, in connection with concerts, stage shows, theatrical productions, sporting events, industrial shows, conventions and trade shows including but not limited to truck and car loading and unloading; the “Load-In”, the “Performance”, and the “Load-Out” of shows and attractions; staging of theatrical equipment (including but not limited to the installation and dismantling of traveling stages and stage barricades and the installation and dismantling of scaffolding used in conjunction with other event-related bargaining unit work), the

operation of all stage lighting equipment, including spotlights, wardrobe and costumes; projection (including support for filming and videotaping requirements in connection therewith); routine maintenance of house theatrical equipment; the installation, operation and dismantling of temporary sound and lighting equipment, rigging, the installation operation and dismantling of theatrical properties, scenery, drapes, and other duties incidental or directly related to the presentation or striking of events held at MetraPark.

This Agreement shall not apply to any other work performed in the MetraPark, under this Agreement, but will permit any other job assignments that the County may require.

(b) This section will not prevent an individual(s) designated and traveling with the Show, who possesses the specialized skill, ability, and knowledge of the Show from directing or coordinating Employees in the performance of their stage lighting or sound amplification duties.

(c) Notwithstanding any of the foregoing, the County may use non-bargaining unit employees to perform any of the work covered by the Agreement, where the County through the Union (with respect of extra union employees) has attempted to contact all employees not covered by this Agreement and the Union has been unable to fill the call.

1.3 Where applicable, the Union agrees to provide employees skilled and experienced in the performing the aforementioned work as and when requested by the County.

1.4 To promote an informative and useful call procedure, the County shall provide to the IATSE 240 Business Agent, when available, a copy of the County's anticipated call schedule including relevant sections of the Show's rider, with the understanding that such scheduled calls are subject to change in the County's sole discretion. In addition, the Union will provide the County with any additional information it may receive from a touring show or attraction immediately upon receipt.

(a) All Union employees covered by this Agreement shall perform non-bargaining unit work in cases of emergency.

(b) The County may perform bargaining unit work in cases of emergency.

ARTICLE 2 NO DISCRIMINATION

2. There shall be no discrimination by the County, the Union, or any of its members against any member because of race, sex, disability, color, national origin, religion, creed, or on the basis of Union membership or non-membership.

ARTICLE 3
INSURANCE, DEFENSE AND INDEMNIFICATION

3.1 The Union shall defend, indemnify and hold harmless the County from and against any and all claims, demands, obligations, causes of actions and lawsuits and all damages and liabilities, fines, judgment, costs (including settlement costs), and expenses associated therewith (including reasonable attorney fees and disbursements), arising from incidents which occur as the result of the Union's negligence during the period of this Agreement and for which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any judicial determination or finding otherwise that the County is liable for any damages by reason of a non-delegable duty.

3.2 The Union represents that Rimrock Stagehands, Inc. is the party responsible for providing the insurance required under this section of the agreement. If the party responsible for providing the required insurance changes, the Union agrees to notify the County immediately with the name of the new responsible party. As such the Union agrees that the insurance provisions under the terms and conditions of this Agreement are to be in full force and effect at all times. Furthermore, as a mandatory condition of this Agreement, the commercial general liability insurance policy provided for by Rimrock Stageshands on behalf of the Union will name Yellowstone County and Metra Park additional insured for the term of this Agreement against liability for damages for bodily injury, including death 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 (\$1,500,00.00) in the aggregate arising from incidents which occur as a result of the Union's negligence during the period of this Agreement and which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union.

In addition, the Union shall maintain for the term of this Agreement at its cost and expense insurance or through Rimrock Stagehands, Inc. insurance for claims for injuries to persons or damage to property including contractual liability by the Union, the Union agents, employees, representatives, sub-contractors or participants. The parties agree that Yellowstone County and MetraPark shall be listed as additional insured on that policy of insurance as well. This insurance shall not lapse during the term of this Agreement and shall be an occurrence policy with a Best Rating of A- or better. (Copies of all insurance policies shall be filed with the County).

The parties agree that a copy of the insurance policies, and Cert sheet naming the County and MetraPark as additional insured shall remain on file at MetraPark during the term of this Agreement. The parties further agree that the Union's failure to provide copy of the insurance policy and proof of additional insured status to MetraPark and the County will constitute immediate breach of this Agreement with the County and MetraPark taking any and all measures necessary to protect its interests.

ARTICLE 4 RATES AND CONDITIONS

The County and the Union agree that compensation pursuant to schedule A (rate card) attached, shall apply until June 30, 2028. Thereafter the parties agree to negotiate a new 3 year rate card when Employees perform services at the County and that all rate payments will be made as set forth in schedule A, attached and incorporated into this Agreement.

Call: The County will inform the IATSE 240 business agent, via email, of call times and expected numbers of hands needed, for an event or show that requires Union labor, upon receipt of riders.

Fourteen business days (14) days out from every show requiring a Union call, the Union will provide the County with their confirmed roster for that call. If the County determines at that time that the Union will be unable to fill the call for the show, then the Union agrees to seek supplemental, qualified remote labor to ensure that the call is filled.

The Union understands and agrees that if they are unable to fill the show call locally, the extra compensation required to obtain remote labor for the show needs to be confirmed with the promoter of the show. The Union agrees to provide this information to the promoter at least (7) seven business days prior to the show.

If the Union is short on a call at load-in or load-out on the day of a scheduled show, the County has the right to back charge the Union at the rate of the shorted positions times the minimum number of hours required for each position short.

Minimum call shall be three (3) hours, for stagehands. Riggers shall receive a four (4) hour minimum.

The County may make work cuts after consulting with the Union steward as follows:

1. On load in, after the minimum call period has elapsed, the employer may reduce the number of employees. However, in no event shall the number of employees remaining be less than that which is required for the performance.
2. On the load out, the entire crew shall ordinarily be released upon completion of the loading of all show equipment
3. Stagehands: call cancellations, cuts, or time changes prior to beginning of work must be made with forty eight (48) hours' notice. If less than 48 hours' notice is given, the call shall be paid as a three (3) hour minimum call. This includes cancellations made after the crew has arrived onsite
4. Riggers: same cut provisions shall apply except the call shall be paid as a (4) four-hour minimum call.

Yellow Card calls may not be decreased, but can be added to if additional hands are needed.

Calls which continue past the minimum call time, shall then be paid on an hourly basis, in one-half (1/2) hour increments.

Restroom facilities and telephone access will be provided at all times during a work call.

Breaks: Load-In: A fifteen (15) minute break prearranged by the Steward and Operations Manager shall be allowed between two (2) and three (3) hours after the beginning of the work call.

Breaks: Load-Out: There will be no scheduled break but the Union Steward can call one if the trucks are gone and the hour and nature of the load out is obviously too taxing to complete any restore without a break.

Meal: After each five (5) hours, a thirty (30) minute paid lunch or a one hour (60) minute unpaid lunch break, shall be given. Meal Penalty: If a meal break does not occur after (5) hours, then a penalty shall be one and one-half (1.5X) time the regular rate, in half hour (30) minute increments until a break occurs. The exception to this would be work done in conjunction with the Metra Staff and then the workers will observe a half hour non-paid lunch where they may leave the grounds to obtain food or eat a packed lunch.

There shall be no combining or overlapping of work calls.

Stewards: Local No. 240 shall provide a Steward. The Steward and the MetraPark Production Director or Event Manager will be responsible for work assignments. Calls over 20 workers require a paid Steward to be paid by the County at the agreed rate.

Holidays: Shall be paid at the rate of two (2X) times the prevailing rate for the following nationally recognized holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Overtime shall be paid at the rate of one and one-half (1.5X) times the prevailing rate between the hours of 12:00AM and 7:00AM, and for all hours actually worked in a week over forty (40) hours.

For payroll purposes, the work week shall commence each Sunday at 12:01AM and conclude at 12:00AM the following Saturday 2nd will not change except by mutual agreement.

The Union represents that Rimrock Stagehands, Inc., is the entity responsible for issuing and submitting invoices for Union labor to the County. The Union agrees that Rimrock Stagehands will submit invoices to the County within (14) fourteen business days from the completion of an event at which Union labor was employed.

The Union agrees to submit invoices to MetraPark upon request day-of-show for touring shows.

ARTICLE 5 LABOR DISPUTES

5. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement, for an Employee to refuse to go through or work behind any lawful, union sanctioned primary picket line directed against the County and the Union shall not be liable because of the refusal of Employees to cross such a primary picket line.

ARTICLE 6 SAFETY

6.1 MetraPark will prohibit shows, which utilize the services of Employees, from requiring such Employees to work on unsafe equipment or in unsafe conditions.

6.2 The County agrees to provide a safe working environment, and both the Union and the County will confer on issues of safety. The IATSE Steward may stop work while a legitimate safety issue concerning a hazardous condition is addressed by the Steward, the County's Operations Manager and the BA without penalty to the crew.

6.3 In the event an unsafe situation is identified, the Union may suggest alternatives for consideration by the County, but the County is not obligated to comply with any particular method of eliminating an unsafe situation.

6.4 The County will continue to make reasonable provisions for safety and health of its Employees during the hours of their employment so as to comply with all applicable Federal, State, and Local laws and regulations pertaining to health and safety of Employees covered by this Agreement.

6.5 The County shall supply safety equipment at no cost to the Union. Riggers may choose to supply their own equipment for rigging. The Union agrees to reimburse the County for cost of safety equipment if such equipment is willfully destroyed by Union workers.

6.6 Both the County and the Union agree that the failure of Union employees to report accidents, even if minor in nature, can result in loss of life and limb to an employee and disrupt the County's efficient operation. Union employees are required to immediately

report to supervisors and to the County any accident or injury, major or minor, which may occur to them.

6.7 Only Union employees deemed qualified by Local 240, shall be permitted to operate forklifts, scissor lifts, personnel lifts or condors in the Arena when such equipment is used in conjunction with bargaining unit work. The County may wish to certify Union employees on specific equipment and should the County elect to do so, the costs associated with such training for certification will be borne by the County and require advance notice and approval from the County and the Union. Union workers operating county equipment must sign liability waivers.

ARTICLE 7 COUNTY/UNION RIGHTS

7. The management and direction of MetraPark, and its working force is vested exclusively with the County. Except where expressly abridged by a specific provision of this Agreement, the Union retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its employees; to schedule work assignments, to promulgate and modify work rules and regulations. The County is vested with all other rights, including attendance policies; to implement drug and alcohol testing where there is reasonable suspicion of use; to assign duties to County employees, to organize, discontinue, enlarge or reduce a function; to assign or transfer County employees to other positions as operations may require; and to carry out the ordinary and customary functions of the County whether or not posed or exercised by the County prior to or at the time of the execution of this Agreement.

ARTICLE 8 INTEGRATION: PAST PRACTICE

8.1 This document contains the entire agreement of the parties with respect to the subject matter and may be amended only by a writing signed by the party against whom the enforcement of such amendment is sought.

8.2 The parties agree that, during the negotiations preceding this Agreement, they had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment. The Union agrees that the County will not be obligated to bargain collectively with the Union during the term of this Agreement on any issue pertaining to wages, hours and all other terms and conditions of employment, and the Union specifically waives any right it might otherwise have to request or demand such bargaining. Mistakes made by the County or the Union regarding the application of the terms of this Agreement shall not constitute past practices for future application in similar circumstances.

8.3 The rights of the Union and its individual members derive solely, from the specific terms of this Agreement and neither shall assert any entitlement based upon, nor shall the County be bound by or required to follow, any alleged custom, policy or other "past practice" unless such entitlement arises out of actions memorialized and agreed upon in writing by the MetraPark's General Manager and the Union's Business Agent or International Representative.

ARTICLE 9 ASSIGNMENT

9. The County shall have the right at any time to assign this Agreement to another Corporation or the Owner of the facility, provided such other Corporation accepts such assignment and has, among things, the responsibility for engaging Employees for the County.

ARTICLE 10 PRIOR OBLIGATION

10. The number of extra Employees called to work in connection with an event shall be that number which is reasonably adequate to perform the work anticipated within the time expected to be available. However, the number of employees required under the provisions of a yellow report card shall be determined by the yellow report card.

ARTICLE 11 SEVERABILITY

11. It is further agreed that the County and the Union will comply with all applicable federal, state and municipal laws. Any rules and regulations issues pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties. Should any part of this Agreement be declared in conflict with any law or regulation, local, state or federal, the remainder of this Agreement shall not be affected and remain in force.

ARTICLE 12 TERM

This Agreement shall remain in full force and effect from April 14th, 2026, up to and including through midnight March 31st, 2029. MetraPark and the Union must both provide written agreement at least sixty (60) days prior to the termination of the then current term, of its desire to initiate the (2) two-year extension, terminate or amend the Agreement at the termination of the then current term. If the parties are unable to agree upon the proposed amendment(s) on or before the Expiration Date or within such extended time as may be mutually agreed on, the Agreement shall expire. Either party may terminate this Agreement, or any extension thereof, for any reason or no reason upon sixty (60) days' prior written

notice to the other party. Upon termination, the parties shall fulfill all obligations accrued up to the effective date of termination, unless otherwise expressly provided herein.

COUNTY:
Yellowstone County

UNION:
International Alliance of Theatrical
Stage Employees, Local 240

Mark Morse, Chair
Board of County Commissioners

Authorized Representative

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C Thursday Discussion

2. c.

Meeting Date: 04/09/2026

Title: Kava Sales at MetraPark

Submitted By: Erika Guy

TOPIC:

Kava Sales at MetraPark

BACKGROUND:

NA

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion

3.

Meeting Date: 04/09/2026

Title: Code Enforcement Update

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Public Works - Code Enforcement Update

BACKGROUND:

Staff will provide the BOCC with a general information about County Code Enforcement and the tools available to the department. This is meant to be an informational discussion and is not to address any specific CE case or issue.

RECOMMENDED ACTION:

Discuss. No action required.

B.O.C.C Thursday Discussion

1.

Meeting Date: 04/09/2026

Title: Board Applications

Submitted By: Erika Guy

TOPIC:

Board Applications - Christian Jette to the Bicycle and Pedestrian Advisory Committee & Amanada Scheidler to the Billings Public Library Board

BACKGROUND:

Both boards had one open county seat. Both boards received only one application.

RECOMMENDED ACTION:

Discuss

Attachments

Christian Jette

Amanda Scheidler

02/27/2026

**BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA**

NAME: Christian Jette HOME PHONE: (406) 670-6543

ADDRESS: 2433 Southridge Drive WORK PHONE: (406) 670-6543

CITY: Billings STATE: MT ZIP: 59102

BUSINESS OR JOB: Branch Manager - EPC Services Company

E-MAIL ADDRESS: christianjette@epcs-com

BOARD OR COMMISSION APPLIED FOR: Bicycle and Pedestrian Advisory Committee

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):


I have been a member of the Billings community since 1992. I have experience with traffic control and public safety. I work in high voltage construction and many of our large projects require traffic control and safety measures to protect workers as well as the public.

Why do you wish to serve on this Board or Commission?

I am interested in serving on this board because I would like to do my part for the community. It is important to develop new ideas that make our community a safe place to drive, bike and recreate.

Additional Information that you feel is pertinent (attach additional sheets if needed):

Thank you for considering me for this position.



Signature

02/27/2026

Date

Return application to: **Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000**

OFFICE USE ONLY:

APPOINTED: YES ___ NO ___ DATE _____

TERM EXPIRATION DATE: _____

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT TERM NO: _____

MAR 19 2026

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Amanda A. Scheidler HOME PHONE: 406-679-5451 (Cell)
 ADDRESS: 2545 S. 24th Rd WORK PHONE: N/A
 CITY: Ballantine STATE: MT ZIP: 59006
 BUSINESS OR JOB: Part time Librarian at Sunnyside Library in Worden
 E-MAIL ADDRESS: Swordofthespirit2@gmail.com
 BOARD OR COMMISSION APPLIED FOR: Billings Public Library Board

Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I am actively involved in my community as a Precinct Committee woman. I have worked as a Librarian at Sunnyside Library since 2017, and am A member of their Board as well.

Why do you wish to serve on this Board or Commission?

I have been very dismayed by the direction the Billings Public Library is going. They have allowed awful books to be easily accessed by minors. I hope to bring a voice of reason to the Board.

Additional information that you feel is pertinent (attach additional sheets if needed):

I am an aunt of 12; I take protecting their innocence very seriously. Libraries are meant to be safe, learning experiences. Yet, more & more we see them becoming places with sexual agendas & filth being shoved into childrens' minds & hearts. I want to see an end to that, and help make Libraries a safe haven again.

Amanda A. Scheidler
Signature

March 15, 2026
Date

Return application to: Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

OFFICE USE ONLY:

APPOINTED: YES ___ NO ___ DATE _____

TERM EXPIRATION DATE: _____

(Circle one)

ORIGINAL APPOINTMENT REAPPOINTMENT TERM NO: _____

B.O.C.C Thursday Discussion

Meeting Date: 04/09/2026

Title: Closed Personnel Matter

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Closed - Personnel Matter

BACKGROUND:

N/A

RECOMMENDED ACTION:

Closed
