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 - JUNE 4, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Elections -** Use of County Owned Lot Across from MetraPark's Upper Parking Lot
2. **Public Works -**
   a. MOU - City of Billings, Traffic Signals at Central Avenue & 48th Street West
   b. MOU - MDT / YC Johnson Lane Interchange
   c. Variance Appeal - Approach - 296 Lightstream Lane
   d. Additional Paving Worden-Ballantine Water Sewer District_2nd Street
3. **DES -** Discussion with MTDNRC Regrading Cooperative Fire Control Agreement Renewal
4. **Finance -** Courthouse Renovation - Sletten Contract
5. **County Attorney -** Appointment of Interim Sheriff
6. **Laurel Planning -** Preliminary Plat of Lazy JX Subdivision
7. Alternatives Inc. FY26 Annual Report

COMMISSIONERS

1. Board Recommendation - Anne Holub to the Yellowstone Art Museum 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. Public comment is limited to 3 minutes per individual.*

CLOSED: Claims Altwine, Kechanin

B.O.C.C Thursday Discussion 1.

Meeting Date: 06/04/2026

Title: Elections use of County Owned Lot Across from MetraPark's Upper Parking Lot

Submitted By: Erika Guy

TOPIC:

Elections - Use of County Owned Lot Across from MetraPark's Upper Parking Lot

BACKGROUND:

NA

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion 2. a.

Meeting Date: 06/04/2026

Title: MOU - City of Billings, Traffic Signals at Central Avenue & 48th Street West

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

MOU - City of Billings, Traffic Signals at Central Avenue & 48th Street West

BACKGROUND:

See draft MOU attached.

RECOMMENDED ACTION:

Discussion.

Attachments

Draft MOU

Rates Exhibits

Interlocal Agreement Between Yellowstone County and the City of Billings to Maintain and Operate the Traffic Signals at the Intersection of Central Avenue and 48th Street West

Introduction

Yellowstone County is a political subdivision of the State of Montana. The Yellowstone County Board of County Commissioners through the Yellowstone County Public Works Department manages various roads in the County. The Director of the County Public Works Department is Monica Plecker, address, (406) 256-2730, mplecker@yellowstonecountymt.gov.

The City of Billings is a municipality in Yellowstone County. The City Administrator through the City of Billings Public Works Department manages various roads in the City. The Deputy Director of the City Public Works Department is Jennifer Duray, durayj@billingsmt.gov, (406) 657 8239.

The County manages Central Avenue and 48th Street West. The roads are within the County and outside of the City. The County intends to install four (4) traffic signals at the intersection of Central Avenue and 48th Street West. The installation of the signals is part of a larger general improvement of the intersection. The County Public Works Department does not have the staff or equipment to maintain or operate the signals. The City Public Works Department has the staff and equipment to maintain and operate the signals. The County and the City would like the City to maintain and operate the signals and the County to pay the City for the maintenance and operations of the signals. The County and the City entered into this agreement for the City to maintain the and operate the signals and the County to pay the City for the maintenance and operations of the signals.

Traffic Signals

A total of four (4) traffic signals is included in the maintenance and operations agreement at the intersection of Central Avenue and 48th Street West.

Three (3) traffic signals are powder coated black Type 3A signal standards with 45-foot mast arms and 15-foot luminaire arms, one (1) each in the NW, SW, and SE quadrants of the intersection. Each of the three (3) mast arms supports one (1) – 3 section vehicle signal head with flashing arrows, and two (2) – 3 section vehicle signal heads. All signal indicators are LED. The standard in the NW corner supports one (1) ethernet radio communication device. The NW quadrant mast arm supports one (1) video detection camera, and one (1) emergency vehicle preemption detector.

One (1) traffic signal is powder coated black Type 3A signal standard with 40-foot mast arm and 15-foot luminaire arms in the NE quadrant of the intersection. The mast arm supports one (1) – 3 section vehicle signal head with flashing arrows, and one (1) – 3 section vehicle head. All signal indicators are LED.

One (1) signal controller cabinet pedestal (Type P) with an 8-phase controller is in the NW quadrant. The controller is Trafficware 980 ATC.

Responsibilities of the Parties

The City shall operate and maintain the signals. The City shall contact the County prior to performing any maintenance or changing operations of the traffic signals. The County may contact the City to perform any maintenance or request changes to the operation of the signals. The City shall respond to service requests in accordance with its standard response times, subject to staff availability and prioritization of public safety needs."

The County shall pay an annual base fee of $1,241.94_to cover standby, inspection, and administrative costs. The County shall be responsible for all capital replacement and major rehabilitation costs, including but not limited to signal poles, mast arms, detection software or performance upgrades, controllers, cabinets, and detection systems. The City shall not be responsible for capital replacement unless separately agreed in writing. In addition to the base fee, the City shall track all work performed on the signals on a time and materials basis.. The City shall invoice the County Public Works Department for the work performed following completion of the work on a per occurrence basis.

The County shall reimburse the City within 30 calendar days of receiving an invoice.

Effective Date

This AGREEMENT is effective on July 1, 2026 and will terminate on June 30, 2036. The parties may extend this AGREEMENT, by mutual concurrence, in writing prior to its termination.

Default and Termination

The right is reserved by both the CITY and COUNTY to terminate this AGREEMENT at any time upon not less than thirty (30) days written notice to the other party. In the event the AGREEMENT is terminated, the CITY shall be paid for the amount of work performed or services rendered to date of termination per the AGREEMENT fee and the COUNTY shall be refunded any excess payments, including the annual fee as prorated to the date of termination.

If either party fails to comply with any condition of this AGREEMENT at the time or in the manner provided for, the other party may, at its option, terminate this AGREEMENT and be released from all obligations if the default is not cured within ten (10) calendar days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this AGREEMENT.

Contact Person for Agreement

The contact people for the agreement are the Public Works Directorfor the County and the Deputy Public Works Director for the City. The contact information for them is in the introduction.

Indemnification

The COUNTY SHALL:

A. Indemnify, defend and save the CITY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional, reckless or negligent act on the part of COUNTY or its officers, agents or employees.

B. Not indemnify, defend, save and hold the CITY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees, expert fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of the CITY occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees, expert fees and costs arise from wrongful, reckless or negligent act of both the CITY and COUNTY, COUNTY shall indemnify, defend, save, and hold the CITY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees, expert fees and costs, which result from COUNTY'S wrongful, reckless or negligent acts occurring as a result from COUNTY'S performance pursuant to this AGREEMENT

The CITY SHALL:

A. Indemnify, defend and save COUNTY, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of CITY or its agents or employees.

B. Not indemnify, defend, save and hold the COUNTY harmless from claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses or attorneys' fees and costs arising from wrongful, reckless or negligent acts, error or omission solely of COUNTY occurring during the course of or as a result of the performance of the AGREEMENT.

C. Where claims, lawsuits or liability, including attorneys' fees and costs arise from wrongful, reckless or negligent act of both the COUNTY and the CITY, the CITY shall indemnify, defend, save, and hold the COUNTY harmless from only that portion of claims, causes of action, lawsuits, damages, judgments, liabilities, and litigation costs and expenses including attorneys' fees and costs, which result from the CITY'S or its officers, agents or employee's wrongful,

reckless or negligent acts occurring as a result from the CITY'S performance pursuant to this AGREEMENT.

Governing Law and Venue

This **AGREEMENT** shall be construed and enforced in accordance with the laws of the State of Montana. Venue for any suit between the parties arising out of this **AGREEMENT** shall be the State of Montana Thirteenth Judicial District Court, Yellowstone County.

Severability

Any provision or part of the **AGREEMENT** held to be void or unenforceable under any law or regulation shall be deemed stricken and all remaining provisions shall continue to be valid and binding upon the **CITY** and the **COUNTY**, who agree that the **AGREEMENT** shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

Successors and Assigns

Neither the **CITY** nor the **COUNTY** shall assign, transfer or encumber any rights, duties or interests accruing from this **AGREEMENT** without the written consent of the other.

Yellowstone County

Executed this (NUMBER) day of (MONTH) (YEAR).

Yellowstone County Board of County Commissioners

_____
Mark Morse, Chair

_____
Michael J. Waters, Member

ATTEST:

_____
Chris White, Member

_____
Jeff Martin, Clerk and Recorder

City of Billings

Executed this (NUMBER) day of (MONTH) (YEAR).

City of Billings Administrator

_____

(NAME), City of Billings Administrator

Exhibit A: Estimated Annual Maintenance Cost

TYPE	RATE	FACTOR	HOURS	TOTAL
EMPLOYEE	$62.05	HOURLY	17	$1,054.85
1122 - AERIAL TRUCK	$65.87	HOURLY	8	$526.96
		SCENARIO TOTAL		$1,581.81

Estimated Annual Signal Maintenance

DESCRIPTION	TYPE	HOURS
DATA BASE MAINTENANCE	EMPLOYEE	1
PRE-EMPTION TESTING	EMPLOYEE	2
CAMERA/ DETECTION PMI	EMPLOYEE	4
CABINET PMI	EMPLOYEE	2
TRAFFIC SIGNAL INSPECTION	EMPLOYEE	4
CMU TESTING	EMPLOYEE	4
PRE-EMPTION TESTING	1122 - Aerial Truck	1
DETECTION PMI	1122 - Aerial Truck	2
CABINET PMI	1123 - Aerial Truck	1
TRAFFIC SIGNAL INSPECTION	1124 - Aerial Truck	2
CMU TESTING	1125 - Aerial Truck	2

Exhibit B: On-Call Services Cost

Billed hourly at EMPLOYEE rate , equipment rate, and required materials

Overtime Rates Billed for Weekend or after-hours

B.O.C.C Thursday Discussion 2. b.

Meeting Date: 06/04/2026

Title: MOU - MDT / YC Johnson Lane Interchange

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

MOU - MDT / YC Johnson Lane Interchange

BACKGROUND:

The attached MOU establishes a maintenance agreement between YC, Lockwood Pedestrian Safety District, and MDT for new infrastructure constructed as part of the MDT Johnson Lane Interchange Project in Lockwood, MT.

RECOMMENDED ACTION:

Discussion.

Attachments

MOU

Construction/Maintenance Agreement

IM-CMBL-STPU-NH 56(93)
BBP-Johnson Lane Interchange
UPN [Enter UPN]

This Agreement by and between Yellowstone County (County), and the Montana Department of Transportation (MDT, Department or State), establishes the responsibilities and duties of the parties in respect to project activities on a portion of Johnson Lane located within the County of Yellowstone, Montana.

Whereas, the construction will be accomplished through Uniform Project Number [Enter UPN], Federal-Aid Project Number IM-CMBL-STPU-NH 56(93), titled BBP-Johnson Lane Interchange (Project) located on Johnson Lane between RP 000-0.17 and RP 000+0.24; and,

Whereas, State and/or Federal Highway Administration (FHWA) funds will be used to pay for the construction, the County and State must ensure that federal and state requirements are met in fulfilling its obligations to the FHWA and for the Project to remain eligible for state and/or federal funding; and,

Whereas, a portion of the Project lies on the designated Interstate Highway System (on-system) under the jurisdiction of the Montana Transportation Commission and MDT as per Mont. Code Ann. 60-2-110, and a portion of the Project is not on the designated State and Federal Highway System (off-system); and,

Whereas, the County and MDT recognize the need to construct the Project and to duly execute this Agreement in advance of construction phase programming; and,

Whereas, the County desires to have the Project constructed, the County deeming it to be a valuable and beneficial consideration, and it will perform the functions, duties and responsibilities as set forth in Agreement;

Now, therefore, the parties agree as follows:

ARTICLE I. GENERAL PROJECT OBLIGATIONS

1. Definitions

The parties agree the following definitions apply throughout this Agreement, all as shown on Attachment B:

a. "Interchange Area" means a part of Johnson Lane [RP 000-0.10 to RP 000+0.24], the I-90 Interstate ramps, and North Frontage Road (on system); and

b. "Non-Interchange Area" means Old Hardin Road, Becraft Lane and Cole Street (north of Old Hardin Road), and Cole Street (south of Old Hardin Road) (off-system).

2. General Project Scope/ Construction

The Project scope involves the reconstruction of Johnson Lane Interchange, including construction on and along on-system roads including: construction on and along a part of Johnson Lane; the I-90 Interstate ramps, and North Frontage Road (Interchange Area).

The Project scope also includes construction on and along parts of adjacent off-system/County roads, including: Old Hardin Road, Becraft Lane and Cole Street (north of Old Hardin Road); reconstruction of Cole Street (south of Old Hardin Road) from a private access road into a County road. (Non-Interchange Area). Attachment B details the affected sections of road (outlined in black).

3. General Roadway Maintenance Considerations

The Department currently maintains the roadway facility within the Interchange limits, including the Interchange itself, the Interstate ramps, the North Frontage Road, and that section of Johnson Lane located within the Johnson Lane Interchange area. The County currently maintains the roadway facilities of Old Hardin Road, Becraft Lane, Cole Street (north of Old Hardin Road) and the remainder of Johnson Lane outside of the interchange area.

a. Upon completion of the Project by the State and its Contractor, the Department will continue to be responsible for the roadway maintenance of the Interchange facility, which includes Johnson Lane (RP 000-0.10 to RP 000+0.24), the Interstate ramps, and North Frontage Road. MDT will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

   Attachment B details the maintenance responsibility area of the State after construction (highlighted in blue).

b. Upon completion of the Project by the State and its Contractor, the County will continue to be responsible for the roadway maintenance of Old Hardin Road, Becraft Lane, Cole Street (north of Old Hardin Road) and the remainder of Johnson Lane outside of the Interchange Area. The County will assume roadway maintenance responsibility for Cole Street (south of Old Hardin Road). The County will maintain the roadway surface, including pavement repair, pavement preservation, and snowplowing, and will maintain all

features, including signals (if present) and non-decorative roadway lighting, within the roadway prism unless otherwise noted herein.

Attachment B details the maintenance responsibility area of the County after construction (highlighted in yellow).

4. General Right-of-Way Considerations

The Department will acquire the additional right-of-way necessary to complete the Project.

a. The Department will acquire the right-of-way needed for the Interchange facility (Johnson Lane-RP 000-0.10 to RP 000+0.24), the Interstate ramps, and North Frontage Road, as right-of-way in the name of the Department [any right-of-way needed just north of the Interchange will also be acquired as Department right-of-way]
b. The Department will acquire any other right-of-way needed along County-maintained roads (Old Hardin Road, Becraft Lane, Cole Street, Johnson Lane south of the interchange) as easements in the name of the County.

ARTICLE II. GENERAL OBLIGATIONS OF MDT

1. MDT will design and award a Contract to construct the Project.
2. MDT will provide the County opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. If the County does not fulfill any maintenance requirements stated herein, MDT may complete the required maintenance and seek compensation from the County. In doing so, MDT must first provide notice to the County allowing time to complete any such maintenance. If MDT performs such maintenance under this section, it must provide detailed invoices of such costs to the County.
4. For any maintenance requirements that are the obligation of the County, as stated herein, MDT may complete any maintenance required due to a public emergency and seek compensation from the County for any costs incurred. In doing so, MDT may first provide notice to the County, when possible, allowing time to complete any such maintenance. If MDT performs maintenance under this section, it must provide detailed invoices of such costs to the County.
5. MDT is the issuing authority for all future encroachment and approach permits within the Interchange Area (Johnson Lane [RP 000-0.10 to RP 000+0.24], the Interstate ramps, and North Frontage Road).

ARTICLE III. GENERAL OBLIGATIONS OF THE COUNTY

1. The County agrees to conform in all regards to Mont. Code Ann. Title 61, Chapter 8, and will not take any action, by enacting an ordinance or otherwise, in contradiction of the traffic laws in Mont. Code Ann. Title 61, Chapter 8.
2. The County will provide appropriate and timely input during the Project's development.
3. The County will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
4. The County, at its sole expense, will maintain the County signs installed outside of the interchange area as part of this Project. For the purposes of this Agreement, "maintenance of signs", is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, the wind, or other means.
5. The County agrees no fixture, building, structure, or other permanent installation other than those approved by MDT shall be constructed or placed within MDT right-of-way without prior written approval from MDT.
6. Unless specified otherwise herein, the County agrees it will fund any additional costs MDT may incur on future MDT projects due to any amenities the County places in the MDT right-of-way.
7. The County agrees that any County-performed maintenance that occurs within MDT right-of-way must be reviewed and approved by the appropriate MDT District Maintenance Office prior to initiation of the maintenance.
8. The County is the issuing authority for all future encroachment and approach permits for the Non-Interchange Area.

ARTICLE IV. PROJECT-SPECIFIC PROVISIONS

1. **Construction Storm Water General Permits**

   a. For the construction work inside the Interchange Area, MDT will be responsible for compliance with all provisions in the Storm Water Prevention Plan.

   b. For construction work outside of the Interchange Area in the Non-Interchange Area:

      a. The County agrees to have a certified SWPPP administrator (as required in section 3.2 of the MPDES CGP) on staff or under contract to perform that duty, and a valid registered account within MDEQ's Fees, Applications, and Compliance Tracking System (FACTS) prior to construction completion.

      b. Upon completion of all physical work associated with construction activity, the Parties will inspect the temporary erosion and sediment control measures and devices as part of MDT's final inspection with MDT's Contractor. MDT will provide the County with the Storm Water Pollution Prevention Plan (SWPPP) package for County review. Within ten (10) days of receiving the package, the County will provide MDT with an itemized list of any outstanding records or deficiencies associated with the SWPPP. Upon MDT's and the County's approval of site conditions, measures, devices and all pertinent records, MDT will notify the Contractor to begin the Permit Transfer Notification in DEQ FACTS. The County must log into FACTS to review and sign the transfer request within ten (10) business days.

      c. Once DEQ transfers the Construction Storm Water General Permit Authorization, the County will inspect, maintain, and revise the Best Management Practice devices (BMPs) in accordance with DEQ permit requirements until final stabilization is met and permit coverage is terminated.

      d. MDT agrees to pay annual fees associated with permit coverage until termination. To ensure payment, the County must forward invoices to MDT's Environmental Services Bureau.

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2. **Small Municipal Separate Storm Sewer System (MS4) Permit**

a. MDT concludes, and the County agrees, the Project work is designed in compliance with applicable Small MS4 Permit requirements.

b. The County agrees to operate, monitor and maintain storm water management features in compliance with applicable MS4 requirements within the non-interchange areas. MDT shall operate, monitor and maintain storm water management features in compliance with applicable MS4 requirements within the interchange areas. Any violations arising due to the failure of one party to maintain their storm drainage infrastructure shall not be the responsibility of the adversely affected party.

3. Detours

A Detour Plan was reviewed by MDT and the County. Sections of the following roads, under the jurisdiction and maintained by the County, are part of the proposed Detour Plan: Johnson Lane, Old Hardin Road, Coulson Road, and Becraft Lane. Sannon Boulevard is under the jurisdiction of but not maintained by the County. The County has approved the use of the sections of these roads as part of the Project Detour Plan. Once the Project construction is complete, MDT agrees to repair any damage to these sections of road resulting from the increased detour traffic.

1. Sidewalks

This Project will construct sidewalks as shown in Attachment B including constructing a new sidewalk system within the Interchange Area. and sidewalk construction (replacing existing sidewalks, extending sidewalks to maintain continuity, and constructing some new sidewalks) in the Non-Interchange Area along adjacent off-system roads (maintenance responsibility is highlighted as per Attachment B legend).

a. The following applies to sidewalks within the Interchange Area:

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to maintain and repair the sidewalks within the Interchange area and ensure they are safe and functional for the traveling public.

b. The following applies to sidewalks in the Non-Interchange Area:

Upon completion of the Project by the MDT and its Contractor, the County agrees to maintain and repair the sidewalks within the Project limits and ensure they are safe

and functional for the traveling public. The County has delegated responsibility for sidewalk maintenance to the Lockwood Pedestrian Safety District.

ARTICLE V. PROJECT-SPECIFIC FEATURES

2. Lighting

This Project will include the construction of intersection and street lighting, both within the Interchange area and in the Non-Interchange Area along adjacent County-maintained roads.

a. The following applies to intersection/street lighting within the Interchange area:

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to service, maintain, repair and pay the costs of operating (including utility costs) the intersection/street lighting installed as part of this Project within the Interchange area.

b. The following applies to intersection/street lighting in the Non-Interchange area:

Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to service, maintain, repair and pay the costs of operating (including utility costs) all lighting installed as part of this Project within the non-interchange area.

3. Signals

The Project will include the replacement/installation of traffic signals at nine intersections.

a. Seven of these signal locations are within the Interchange area.

Upon completion of the Project by MDT and its Contractor, MDT agrees that it is responsible, at no cost to the County, to maintain the traffic signals and for operational oversight of the traffic signals within the Interchange Area.

b. Two of these signal locations are within the Non-Interchange area. Specifically, the Project will include the replacement of traffic signals at the Johnson Lane/Old Hardin Road intersection, and the installation of traffic signals at the Old Hardin Road/Cole Street intersection. Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to maintain

these two traffic signals and for operational oversight of these traffic signals installed as part of this Project.

4. **County Signage**

a. Upon completion of the Project by MDT and its Contractor, the County agrees that it is responsible, at no cost to MDT, to maintain the County signs in the Non-Interchange Areas within the Project limits.

b. For the purposes of this Agreement, "maintenance of signs," is defined as: the inspection, cleaning, repair and replacement of signs damaged through weathering, vandalism, wind, or other means.

ARTICLE VI. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be seven (7) years. After the initial seven (7) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.

2. Termination – This Agreement may be terminated by either party if the other party violates or breaches any term, condition, or article of this Agreement and the breaching party has failed to correct (or reasonably initiate correction) within 60 days of receiving notice in writing addressed to the breaching party's representative, of such violation or breach of any term, condition, or article of this Agreement.

3. Other Agreements – Other Agreements pertaining to the Project area remain in full force and effect. In the case of a conflict between this Agreement and a previously executed Agreement, the terms of this Agreement apply.

4. Hold Harmless & Indemnification

   a. The County agrees to protect, defend, indemnify, and hold MDT, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the County's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of the County, its agents, or sub-contractors, under this Agreement, except the negligence of MDT.

b. The State and MDT agrees to protect, defend, indemnify, and hold the County, its elected and appointed officials, agents, and employees, while acting within their duties as such, harmless from and against all claims, liabilities, demands, causes of action, and judgments (including the cost of defense and reasonable attorney fees) arising in favor of or asserted by the MDT's employees or third parties on account of personal or bodily injury, death or damage to property, arising out of the acts or omissions of MDT, its agents, or sub-contractors, under this Agreement, except the negligence of the County.

5. Insurance

a. General Requirements: Each Party shall maintain for the duration of this Agreement, at its own cost and expense, insurance, a self-funded plan, or risk-pooling agreement covering claims for personal or bodily injury, death, or damage to property that may arise from or in connection with the performance of duties and obligations in this Agreement by each Party, its agents, employees, representatives, assigns, or sub-contractors. This coverage shall cover such claims as may be caused by any negligent act or omission.

b. General Liability : Each Party shall purchase and maintain coverage with single and combined single limits for bodily injury, personal injury, and property damage at or exceeding the requirements of Mont. Code Ann. § 2-9-108 to cover such claims as may be caused by or arising out of any negligent acts or omissions in work or services performed under this Agreement, or as established by statutory tort limits as provided under this Agreement or as established by statutory tort limits as provided by a public entity self-insurance program either individually or on a pool basis as provided by Montana Code Annotated Title 2, Chapter 9.

c. Workers' Compensation Insurance: County must maintain workers' compensation insurance and require its contractors and its contractor's sub-contractors to carry their own workers' compensation coverage while performing work within MDT right-of-way in accordance with Montana Code Annotated §§ 39-71-401 and 39-71-405. Proof of compliance must be in the form of worker's compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither the County nor its contractor, subcontractors, and employees are employees of MDT. This insurance/exemption must be valid for the entire Agreement period.

d. General Provisions: All coverage must be with a carrier licensed to do business in the State of Montana or by a public entity self-insured program either individually or on a pool basis. Each Party must notify the other immediately of any material change in coverage, such as changes in limits, coverage, change in status of policy, etc. Each Party reserves the right to

request complete copies of the other Party's insurance policy or self-insured memorandum of coverage at any time.

6. Public Safety

It is agreed, if any repairs to the elements of the Project must be performed to address or prevent a public hazard, the County will immediately protect the area from public access, contact the appropriate MDT District Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.

7. Invoicing and Indirect Cost (IDC)

If MDT incurs any costs resulting from this Agreement, MDT shall be entitled to be compensated for such costs by the County and the County shall pay the same within thirty (30) days of its receipt of such invoices.

If the County incurs any costs resulting from this Agreement, the County shall be entitled to be compensated for such costs by MDT and MDTshall pay the same within thirty (30) days of its receipt of such invoices.

MCA § 17-1-106 requires all state agencies, including MDT, which receive non-general funds to identify and recover indirect costs (IDC) in addition to direct project costs. MDT's IDC rate is recalculated annually, as defined in 2 CFR Part 200, Appendix VII in consultation with the FHWA. The IDC rate in effect for the fiscal year MDT incurs the costs will be charged to County in addition to the direct project costs.

i. Invoices will be sent to:

   Yellowstone County
   Attn: County Clerk/Treasurer
   2825 3rd Avenue North
   Billings, MT 59101

ii. Payments shall be made to:
   Montana Department of Transportation
   Attention: Collections
   2701 Prospect Avenue
   PO Box 201001
   Helena, MT 59620-1001

8. Choice of Law and Venue – This Agreement shall be governed by the laws of Montana. The parties agree that any litigation concerning this Agreement must be brought in the First Judicial District Court, in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees except as otherwise noted in this agreement.

9. Binding Effect -- The benefits and obligations set forth in this Agreement shall be binding upon, and inure to the benefit of, their respective successors, administrators and assigns of the Parties.

10. Relationship of Parties -- Nothing contained in this Agreement shall be deemed or construed (either by the parties hereto or by any third party) to create the relationship of principal and agent or create any partnership joint venture or other association between the Parties.

11. Non-Discrimination – The County will require that during the performance of any work arising out of this Agreement the County, for itself, assignees, and successors shall comply with all applicable non-discrimination regulation set forth in Attachment "A" attached hereto and made part of this Agreement.

12. ADA - MDT requires that any construction resulting from this Agreement must include appropriate pedestrian facilities that meet or exceed current MDT standards for accessibility as set forth by the United States Department of Justice 2010 ADA Standards for Accessible Design, United States Access Board Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way, and MDT's Detailed Drawings, 608 series.

13. Audit – The County grants to the Legislative Auditor and the Legislative Fiscal Analysts the right, without prior notice and during normal business hours, to audit, at their own costs and expense, all records, reports, and other documents, the County maintains in connection with this Agreement.

14. Utilities -- This Agreement is subject to the right of any private or public utility entity now lawfully occupying the right-of-way to continue to operate and maintain utility facilities thereupon. Copies of existing utility permits may be obtained from the MDT District Utility Agent.

15. Amendment and Modification -- This Agreement may be modified or amended only by written Addendum signed by the parties. In addition to the terms and conditions contained herein, the provisions of any Addendum may be incorporated and made a part hereof by this reference in the terms of the amendment so provided. In the event of any conflict between the terms and conditions hereof and the provisions of any Addendum, the provision of the Addendum shall control, unless the provisions thereof are prohibited by law.

16. Access and Retention of Records – The County agrees to provide the State, Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The County agrees to create and retain records supporting this Agreement for a period of three (3) years after the completion date of the Agreement or the conclusion of any claim, litigation or exception relating to the State of Montana or a third party.

17. Severability – In the event that any one or more of the provisions of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

18. Representatives

    a. County's Representative: The County's Representative for this Agreement shall be the County Manager or designee or such other individual as County shall designate in writing. Whenever approval or authorization from or communication or submission to County is required by this Agreement, such communication or submission shall be directed to the County's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when County's Representative is not available, MDT may direct its communication or submission to other designated County personnel or agents.

    b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Maintenance Chief or such other individual as MDT shall designate in writing. Whenever direction to or communication with MDT is required by this Agreement, such direction or communication shall be directed to MDT's Representative; provided, however, that in exigent circumstances when MDT's Representative is not available, County may direct its direction or communication or submission to other designated MDT personnel or agents.

19. Counterpart Execution – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement. The counterparts of this Agreement may be executed and delivered by facsimile or other electronic signature by any of the parties to any other party and the receiving party may rely on the receipt of such document so executed and delivered by facsimile or other electronic means as if the original had been received.

IN WITNESS WHEREOF, MDT's authorized representative has hereunto signed on behalf of the State of Montana, and the County's authorized representative on behalf of the County, has signed and affixed hereto the seal of the County.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ _____
Montana Department of Transportation Date

_____
Approved for Legal Content

_____
Approved for Civil Rights

By _____ _____
Lockwood Pedestrian Safety District Date

The above resolution was adopted by the Board of County Commissioners this _____ day of _____ , 2026.

YELLOWSTONE COUNTY, MONTANA

(COUNTY SEAL) By _____
CHAIRMAN, BOARD OF COUNTY COMMISSIONERS

ATTEST: By _____
MEMBER, BOARD OF COUNTY COMMISSIONERS

_____ By _____
CLERK AND RECORDER MEMBER, BOARD OF COUNTY COMMISSIONERS

ATTACHMENT A: MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Rev. 01/2026

MDT NONDISCRIMINATION AND DISABILITY ACCOMMODATION NOTICE

Montana Department of Transportation ("MDT") is committed to conducting all of its business in an environment free from discrimination, harassment, and retaliation. In accordance with State and Federal law MDT prohibits any and all discrimination and protections are all inclusive (hereafter "protected classes") by its employees or anyone with whom MDT does business:

Federal protected classes	State protected classes
Race, color, religion, national origin, sex, age, disability, and genetic information.	Race; color; national origin; familial or marital status; pregnancy, childbirth, or medical conditions related to pregnancy or childbirth; creed; social origin or condition; genetic information; sex, sexual orientation, gender identification or expression; ancestry; age; mental or physical disability; political or religious affiliations or ideas; military service or veteran status; vaccination status or possession of immunity passport.

For the duration of this contract/agreement, the PARTY agrees as follows:

(1) Compliance with Regulations: The PARTY (hereinafter includes consultant) will comply with all Acts and Regulations of the United States and the State of Montana relative to Non-Discrimination in Federally and State-assisted programs of the U.S. Department of Transportation and the State of Montana, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

(2) Non-discrimination:

a. The PARTY, with regard to the work performed by it during the contract, will not discriminate, directly or indirectly, on the grounds of any of the protected classes in the selection and retention of subcontractors, including procurements of materials and leases of equipment, employment, and all other activities being performed under this contract/agreement.

b. PARTY will provide notice to its employees and the members of the public that it serves that will include the following:

   i. Statement that PARTY does not discriminate on the grounds of any protected classes.

   ii. Statement that PARTY will provide employees and members of the public that it serves with reasonable accommodations for any known disability, upon request, pursuant to the Americans with Disabilities Act as Amended (ADA).

iii. Contact information for PARTY's representative tasked with handling non-discrimination complaints and providing reasonable accommodations under the ADA.
iv. Information on how to request information in alternative accessible formats.

c. In accordance with Mont. Code Ann. § 49-3-207, PARTY will include a provision, in all of its hiring/subcontracting notices, that all hiring/subcontracting will be on the basis of merit and qualifications and that PARTY does not discriminate on the grounds of any protected class.

(3) Participation by Disadvantaged Business Enterprises (DBEs):

a. If the PARTY receives federal financial assistance as part of this contract/agreement, the PARTY must comply with applicable federal and state laws regarding the DBEs, including but not limited to 49 CFR Part 26.
b. By signing this agreement the PARTY assures that:

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

c. PARTY must include the above assurance in each contract/agreement the PARTY enters.

(4) Solicitation for Subcontracts, Including Procurement of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation, made by the PARTY for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the PARTY of the PARTY's obligation under this contract/agreement and all Acts and Regulations of the United States and the State of Montana related to Non-Discrimination.

(5) Information and Reports: The PARTY will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information and its facilities as may be determined by MDT or relevant US DOT Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the PARTY will so certify to MDT or relevant US DOT Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

(6) Sanctions for Noncompliance: In the event of a PARTY's noncompliance with the Non-discrimination provisions of this contract/agreement, MDT will impose such sanctions as it

or the relevant US DOT Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the PARTY under the contract/agreement until the PARTY complies; and/or
b. Cancelling, terminating, or suspending the contract/agreement, in whole or in part.

(7) Pertinent Non-Discrimination Authorities:

During the performance of this contract/agreement, the PARTY, for itself, its assignees, and successor in interest, agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Federal

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601 *et seq.*), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Sections 162 and 301(g) of the Federal-Aid Highway Act of 1973, (Public Law No. 93-87, 87 Stat. 250, codified at 23 U.S.C. § 324), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Section 520 of the Airport and Airways Improvement Act of 1982, (49 U.S.C. § 47123), (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (Public Law No. 100-259), (broadened the scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients, and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, (42 U.S.C. §§ 12131 through 12189), which prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and

certain testing entities as implemented by Department of Transportation regulations at 49 CFR parts 37 and 38;

- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in education programs or activities (20 U.S.C. § 1681 *et seq.*).

State

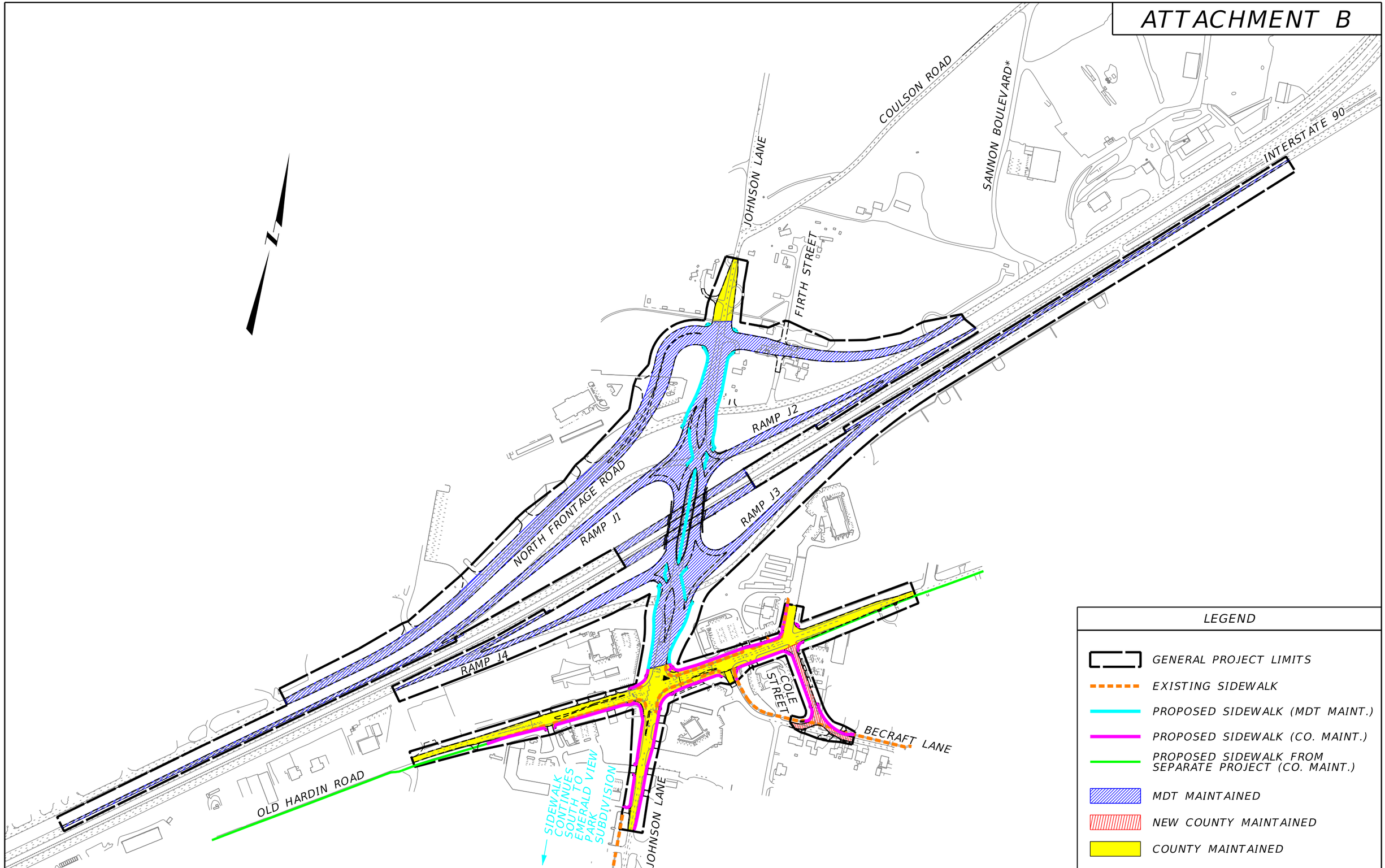
- Mont. Code Ann. § 49-3-205 Governmental services;
- Mont. Code Ann. § 49-3-206 Distribution of governmental funds;
- Mont. Code Ann. § 49-3-207 Nondiscrimination provision in all public contracts.

(8) Incorporation of Provisions: The PARTY will include the provisions of paragraphs one through seven in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and/or directives cited therein. The PARTY will take action with respect to any subcontract or procurement as MDT or the relevant US DOT Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the PARTY becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the PARTY may request MDT to enter into any litigation to protect the interests of MDT. In addition, the PARTY may request the United States to enter into the litigation to protect the interests of the United States.

ATTACHMENT B

STATE/COUNTY MAINTENANCE EXHIBIT

ATTACHMENT B



MDT MONTANA DEPARTMENT OF TRANSPORTATION

B.O.C.C Thursday Discussion 2. c.

Meeting Date: 06/04/2026

Title: Variance Appeal - Approach - 296 Lightstream Lane

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Variance Appeal - Approach - 296 Lightstream Lane

BACKGROUND:

Jared Toavs owns property located at 296 Lightstream Lane. Due to the layout of his home and lot he is unable to access his back yard via an RV or Vehicle. As such he has requested a second approach from 48th street west. Mr. Toavs believes the second access is necessitated by the fact that a dry hydrant is positioned in such a way that prevents access.

Public Works has reviewed the request and notified Mr. Toavs of the findings below:

Public Works has reviewed the request for a second access onto property located at 296 Light Stream Lane. After evaluating the request against our adopted road policy, the subdivision approval, and existing conditions PW has denied the request. There are several factors that contributed to this determination.

- First, there is an established no-access strip along 48th Street, which was put in place specifically to restrict direct access onto the roadway. This functions as a binding restriction. Also, 48th Street functions as an arterial roadway. Arterial roadways are intended to move larger volumes of traffic efficiently, and minimizing driveway conflicts is a critical component of that design. This road and its traffic will continue to grow exponentially. Access control is important to maintain order and safety.
- Secondly, Yellowstone County road policy requires adequate separation distances between approaches and nearby intersections. In this case, the rear portion of your property effectively fronts Hazelnut Avenue and is located in very close proximity to the intersection area and would not meet adequate separation distances.
- Lastly, cumulative impact is of critical concern. There are several lots adjacent to you that could make the same request and the county would have multiple accesses in an access restricted road. The safety concerns and issues I've noted above would be compounded which causes grave concern.

Per the Road Policy, any aggrieved party can appeal the decision of PW to the Board of County Commissioners. As such, the Commissioners should make a determination and provide justification for its decision. Mr. Toavs notified PW he would like to appeal the decision.

RECOMMENDED ACTION:

Discuss. The Board will be asked to take formal action on June 9th. The item will be placed on the regular agenda.

Attachments

Aerial View

Subject Property

*Orange line depicts 1’ No Access Strip

Dry Hydrant
Location
48th St W
Light Stream Ln
C18091
314
296
C18090
270
C18089

B.O.C.C Thursday Discussion 2. d.

Meeting Date: 06/04/2026

Title: Additional paving Worden-Ballantine Water Sewer District_2nd Street

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Additional Paving Worden-Ballantine Water Sewer District_2nd Street

BACKGROUND:

Staff would like to discuss additional paving along 2nd Street in Worden for work associated with the Worden Ballantine Water Sewer District.

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion 3.

Meeting Date: 06/04/2026

Title: Discussion with MTDNRC Regarding Cooperative Fire Control Agreement

Submitted By: Derek Yeager

TOPIC:

DES - Discussion with MTDNRC Regrading Cooperative Fire Control Agreement Renewal

BACKGROUND:

The DNRC Southern Land Office Area Manager and Fire Management Officer would enjoy the opportunity to visit with the BOCC regarding the DNRC's issuance of a "new" cooperative fire control agreement and the potential for a "new" annual operating plan template that describes the working relationship and terms of agreement between the Montana DNRC and Yellowstone County as it concerns rural/wildland fire protection.

RECOMMENDED ACTION:

Discussion and pursuit of the BOCC signatures on the new fire control agreement and annual operating plan templates on Regular Agenda meetings.

Attachments

AOP

COOP

State of Montana

Montana Department of Natural Resources and Conservation

Southern Land Office

Yellowstone County

Montana State-County Cooperative Fire Control

2025

THIS PLAN SERVES AS THE REQUIRED APPENDIX TO MONTANA STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT DATED 03/2025"

PURPOSE AND INTENT

Yellowstone County Joint Fire Agency Response and Operations Plan

This plan is intended to apply operational and financial procedure for the operation of the Montana State-County Cooperative Fire Control Program within Yellowstone County to all wildland fires occurring on private and state-owned lands, outside of incorporated municipalities and towns, wherein both Yellowstone County and DNRC have aligned fire management priorities but legally distinct and independent fire protection jurisdiction(s) and responsibilities upon both private and state lands.

The purpose of the county cooperative fire control program is the cooperative development and deployment of fire control capacity and capability locally within and throughout Yellowstone County to respond to and suppress wildland fires upon all private and state-owned lands in accordance with those legal requirements noted in 76-13-105(3) and 7-33-2202.

This plan is developed in satisfaction of the requirements of Montana Code Annotated (MCA) 76-13-104 and 105, and 7-33-2210, when accompanied by an executed "State/County Cooperative Fire Control Agreement 03/2025".

This plan will be developed by the DNRC, in conjunction with Yellowstone County, and will be reviewed annually. In the event of modification, the plan must then be accompanied by a newly signed "State/County Cooperative Fire Protection Agreement 03/2025".

1. AUTHORITIES AND REFERENCES

Authorities

- **Montana Code Annotated Title 76, Chapter 13, Parts 1 and 2.**
- **Montana Code Annotated Title 7, Chapter 33, Parts 20-24, Parts 41 and 42, and Part 45.**
- **Montana Code Annotated Title 50, Chapter 63, Parts 1-4.**
- **Administrative Rules of Montana; Department 36, Chapter 10, Rules 101, Rules 119-135, and Subchapter 2, Rules 201-204.**

2. State-County Cooperative Fire Protection Obligations

The DNRC will:

A. Assist the county, upon request, in organizing varying degrees of fire protection forces within the county for fire attack and suppression.
B. Prepare fire management and other fire operating-action plans as may be required or requested.
C. Provide fire equipment and/or supplies to the county as such are available and inspect each annually.
D. Provide wildland fire training to the county no less than one time annually.
E. Appoint Montana Fire Wardens and/or DNRC County Fire Coordinators/Advisors in the number locations determined necessary by the DNRC Southern Area Fire Management Officer to redeem the DNRC's fire control obligations to law together with the County.
F. Respond to and assist Yellowstone County with suppression of fires by providing technical assistance to County Incident Commanders, unified command when required, personnel, equipment, and aviation resources as such are both available and appropriate to carry out the intent of the cooperative program.

Yellowstone County will:

A. Provide for the organization of volunteer fire companies in un-incorporated places.
B. Provide for the formation of county volunteer fire companies organized under a county rural fire department, or various wildland fire protection entities organized under a rural fire council or similar organization as such is appropriate and subordinate to the County.
C. Implement and supervise the day-day operation of the cooperative program within the county.
D. Appoint a Yellowstone County Rural Fire Chief and such district rural fire chiefs as is required.
E. Appoint a Yellowstone County Fire Warden which is distinctly different than a County Rural Fire Chief, and a Montana Fire Warden appointed by the DNRC who will manage and superintend the cooperative program within the County.
F. Respond to or otherwise ensure that all wildland-vegetation fires upon private and state lands (COOP Protection areas) outside of municipalities are fully suppressed and that such fires, when no assistance is required, is later reported to the DNRC Southern Land Office, reference Attachment "E".
G. Request technical, operational, and/or financial assistance from the DNRC Southern Land Office in the performance of the requirements of this plan.

The County may, in its discretion:

H. Establish fire seasons within the county on both forested and non-forested areas.
I. Require and subsequently regulate the use of open burning by permit within both forested and non-forested areas upon private lands.
J. Enact emergency resolutions for emergency spending related to wildland fire suppression emergencies.
K. Establish Rural Fire Districts, and/or Fire Service Areas to supplement rural fire protection and of whom, for this program's purpose, work within the program through Yellowstone County.
L. Establish and enforce fire restrictions applicable to private lands within the county boundaries.

3. Cooperative Fire Program Management and Coordination

Day-Day Management of the Program

The Yellowstone County Cooperative Fire Control Program is administered by the County Commission and the DNRC Southern Land Office Area Manager and is managed day-to-day within the county by the Yellowstone County Fire Warden, together with the DNRC Southern Area Fire Management Officer (FMO).

Fire Line Officer (Authority{s} Having Jurisdiction)

The County Commission's chairperson (or another delegate of their own) serves in the capacity, as needed, as the Yellowstone County Fire Line Officer together with the DNRC Southern Area Manager (or another delegate of their own) while fire incident leadership is incumbent upon the Yellowstone County Fire Warden together with the assisting personnel of the Montana DNRC. Certain line authorities are delegated to the County Fire Warden and the DNRC FMO.

Emergency Fire Coordination Contacts

DNRC will maintain a Fire Duty Officer function to coordinate the DNRC's response needs to Yellowstone County from the DNRC and its agents. This function will be available to the County 24/7/365 and can be reached at the following points of contact: **Cell: (406) 591-5489**, or via e-mail at slofiredutyofficer@mt.gov. This is a collateral-duty, operational coordination function that will rotate amongst available fire management staff but is not a point of contact for the public, media, executives, or otherwise.

Yellowstone County will maintain an on-call County Fire Warden to coordinate the County's response to wildland fires, and coordinate with DNRC regarding any needed/necessary assistant and will be the available point-of-contact similar in nature to DNRC's Fire Duty Officer. This contact will be the Yellowstone County Fire Warden and in his/her absence, a deputy or assistant. This function will be available to the DNRC 24/7/365 and can be reached at the following points of contact: **Cell: 406-208-0506** or **Dispatch: 406-657-3000** but is NOT a point of contact for the public, media, executives, or otherwise. Yellowstone County will provide DNRC with a schedule or otherwise make notification to the DNRC regarding the contact information of the coordinator who will be the DNRC's primary point-of-contact for fire emergencies within the county *after a request for assistance has been placed*. This avoids duplication of efforts and information as has been present in prior instances of requests for state assistance.

Fire Program Funding and Obligations

The Counties' obligations to this agreement (ref. page 3) will be funded by Yellowstone County.

DNRC's obligation to this agreement (ref. page 3) will be funded by DNRC.

Nothing herein restricts the County and DNRC from forming financial cooperation otherwise for specific projects, fire response costs, or reimbursements where both parties previously express written agreement. Documentation of decisions may be required.

Unless otherwise agreed, neither Yellowstone County nor the DNRC will be responsible for the costs of resources or actions acquired or taken outside the terms and intent of this plan.

4. Cooperative Fire Program Operations

Fire Season-Burn Permits

Yellowstone County, by resolution, has adopted a year-round fire season within the county, outside the municipalities of Billings, Broadview, and Laurel, during which time a burn permit is required for fires exceeding the statutory (ARM) definitions of "recreational fire". Controlled burning or other open fires within the municipalities of Billings, Laurel, and Broadview, are subject to the jurisdiction of the municipal fire chief/fire marshal.

Where the county has exercised its authority by declaring a fire season, and instituting a fire permitting process, the DNRC will not issue burn permits upon those private lands within the county boundary which otherwise would require a permit during the Montana State legal fire season pursuant to MCA.

Accordingly, the County will not issue permits or otherwise allow open burning upon Montana State School Trust lands. Permits for such purposes may be issued by the DNRC and are available at the Southern Land Office.

Fire Restrictions-Burn Bans

Yellowstone County may exercise, by resolution, stage I, II, and III restrictions upon private lands. Additionally, the county may suspend open burning at any time. Resolutions of the county to enact tiered fire restrictions should be accompanied by a State Forester Proclamation.

DNRC may, by state forester proclamation, institute stage I, II, and III restrictions upon both privately owned forested lands and state land areas. Additionally, the DNRC may suspend permitted fire and/or other industrial activities upon those areas as such may be required.

The County and DNRC will coordinate the planning of restrictions and burn bans together as such may be necessary. Typically, it will be the intent of the DNRC to follow the lead of the county when consideration of fire restrictions and burn bans are under consideration.

The fire restrictions contact for Yellowstone County is: Yellowstone County Fire Warden

The fire restrictions contact for DNRC is: DNRC Southern Area Assistant Fire Management Officer

Plans and Agreements

DNRC will represent COOP protected areas (private and state lands outside of municipalities) to federal agencies and will coordinate multi-agency operations in both agreement and practice. This is done to ensure continuity of operation amongst numerous agencies, and to ensure the proper assignment of fire protection in accordance with law including those costs associated. Agreements present between federal agencies and the county/fire departments for which DNRC has not previously reviewed and approved, and which produce cost or consequence, will not be the burden of the DNRC.

The County is free to exercise mutual aid at its own discretion and prerogative and pursuant to existing statute. If the DNRC forms mutual aid or other reciprocal fire protection agreements, written or otherwise, and directly with fire departments, for which the county is not a signatory to or has otherwise approved of in writing, and which produce cost or consequence, the County will not be held liable for any such cost or consequence from either party and bears no responsibility in such instances.

Fire Training

DNRC will provide, upon request of the County, wildland fire training(s) within Yellowstone County, free of charge. The intent of this training is to establish practice and procedure of the actual operation of the cooperative program including fire suppression strategy and tactics, incident command, integration of outside and supplemental resources, program organization and operation, and other such relevant program operation topics.

DNRC may also provide the county with NWCG training as such may be requested by the county, however NWCG training and certification is not a requirement of the cooperative program.

The County will organize training requests and coordinate with the DNRC regarding such requests. Training requests will be accepted year-round and may be scheduled according to the proper staff's availability to facilitate the course.

Certificates of completion (NWCG and/or DNRC) will be provided to the County Fire Warden for distribution to personnel.

NWCG training sessions, conducted by state-certified county and fire department personnel, must be completed in accordance with the terms set by the DNRC and/or NWCG. Sessions not conducted in these regards will not be certified by the State and attending personnel will not be eligible recipients of NWCG certification.

The county fire chief has, amongst other duties of law, the duty to ensure that their personnel and departments are properly trained and prepared to carry out the intent of this plan in coordination with other parties to agreement. Actual performance of county personnel and their training is the responsibility of the county.

Fire Equipment and Supply

DNRC will continue to supply Yellowstone County with firefighting equipment and supplies as such are available and appropriate. A current list of equipment and supplies issued to Yellowstone County is identified in Attachment "D".

Standing requests for fire equipment and supplies will be coordinated by the County who will coordinate with the DNRC on fulfilling such requests. These requests may be planned or incidental.

The positioning and operation of state-owned equipment within the county will be a joint decision between the County, and the DNRC Southern Area Fire Management staff. This equipment is intended to be used by the county for the purpose of carrying out the intent of this plan within Yellowstone County.

Terms regarding this equipment including insurance, maintenance, and proper/intended operation of equipment are further defined within the Cooperative Fire Control Agreement. While this equipment may be distributed by the County to local fire department jurisdictions, such equipment remains under the operational control of the County and may be recalled for duty by both the County and/or the DNRC in its discretion and need and according to the terms of the Cooperative Fire Control Agreement.

Equipment and supplies issued directly to fire departments, without the County's acceptance of such equipment and supplies, will pose no cost, no consequence, no responsibility, or any other liabilities upon the County and will be considered outside of the terms of the cooperative fire control agreement.

5. Pre-Suppression Assistance

Elevating Levels of Fire Suppression Readiness at the County Levels ("Staffed Stations")

If a local, previously approved plan, is in place of which the DNRC is party too, DNRC may assist Yellowstone County by providing additional pre-suppression funding assistance ("severity") in order that the County be able to elevate levels of preparedness for fire suppression within the County in order to reduce the probability of a large/escaped fire scenario from developing. This response plan must be recognized as an attachment to this AOP, referenced as "Attachment G".

Development of this plan is a responsibility of the County.

This plan may include staffing un-staffed fire stations, up-staffing regularly staffed fire stations, availability of heavy equipment and radio communication operators, and other such examples which support additional levels of fire readiness at the county-wide level. These plans serve as management actions intended to supplement the cooperative fire control programs effort both within and together with the County and are not intended for purposes like those identified in the Northern Rockies Coordinating Groups efforts to mobilize Local Government Fire Forces for interagency fire management purposes abroad.

The DNRC may, in its discretion, perform management actions upon personnel employed by DNRC for this purpose up to and including dismissal for failure to meet the requirements present for DNRC employment. The County may, in its discretion, suspend or terminate a unit, personnel, or organization, company or department from participation should the unit, personnel, or organization, company or department, fail to adhere to or otherwise comply with County requirements within this AOP, severity plans, and/or county cooperative requirement.

Requests for activation of this plan will be made by Yellowstone County to the DNRC Southern Area Fire Management Officer. Confirmation of additional funding will be coordinated by the DNRC and County together. The County will coordinate implementation directly with fire departments within the county.

Costs of additional readiness measures performed by the County, wherein DNRC is not a party to agreement or has not previously approved the expense, are not the cost responsibility of the DNRC. Accordingly, if the DNRC takes direct action together with a fire department and outside the terms of and/or separate from the terms and intent of this agreement, such will not be considered a severity benefit to the County, and other policy documents will apply.

Fire Patrols and Detection

By request, and as resources are available and appropriate, the county may request a fire detection flight from the DNRC. These requests should be made by the County to the DNRC Fire Duty Officer through the Billings Interagency Fire Dispatch Center and should be accompanied by relevant information including 1) area to be flown, and 2) a ground contact if there is one. Such flights, as available, may also assist the County in locating reported fires, assisting with travel directions, and locating access to a fire.

Additionally, DNRC may make target-area ground patrols available to the County upon request when available resources are within the area. These requests may be made by the County directly to the DNRC Fire Duty Officer.

6. Fire Suppression Operations

Fire Notifications-Dispatch

Yellowstone County will dispatch fire control forces via its own means and procedures.

DNRC resources, including its partner and contracted agents sent by DNRC to assist the County, will be dispatched via its own means and procedures and upon a request being placed by the County or the County's Incident Commander and upon approval by a DNRC Duty Officer.

The DNRC and Yellowstone County agree to share initial fire pages/notifications with each other at no cost.

One exception to this practice will be for DNRC County Fire Coordinators (County Fire Advisors) who may automatically respond according to pre-determined criteria or be requested by the County or a County Incident Commander on behalf of the County to support and advise the Incident Commanders. See Attachment F.

County Assistance Requests-Procedures

Request(s) for DNRC assistance on a wildland fire may be placed by the County, or an Incident Commander (IC) on their behalf, and for any wildland fire occurring on private/state lands. County IC's should place such requests directly to 1) their County Fire Warden, or 2) their local 911 center, or 3) directly to the DNRC Fire Duty Officer. All requests for DNRC Assistance made by County IC's should then be immediately coordinated with the County Fire Warden.

All requests for assistance made by the County should contain a brief initial action size up (Attachment "C") complete with the following information as such is reasonably and practically available:

- Entity Requesting Assistance
- Incident Commander Identification
- Fire Location (lat/long, or Legal Description, or Road Address)
- Fire Size
- Character of Fire (smoldering, running, spotting, etc.)
- Values at Risk (structures, powerlines, etc.)
- Additional Resources Requested
- Incident Communications Plan activation and reporting/travel instructions.

The granting of resources by DNRC, when multiple requests for assistance from within the same County are present, will prompt the DNRC and County Fire Warden to immediately prioritize such requests together and prior to response of the requested resources. The DNRC Fire Duty Officer and County Fire Warden will form those priorities together however as the County is ultimately responsible for each fire occurrence, the County will retain the final determination on prioritization of multiple fires requesting limited resources.

DNRC will fund the resources it provides in assistance to the County. Costs of resources acquired by a fire department and/or the county outside of this agreement are not the responsibility of the DNRC or the County unless the DNRC or County explicitly agrees to bear the cost or reimburse such costs before the cost is incurred. Documentation will be required.

DNRC Assistance to County -Procedures

The DNRC will, as resources are available and appropriate, provide state-funded assistance to Yellowstone County which will consist of whatever manpower and equipment, in excess of that of the local jurisdiction(s), that is required by the County's Incident Commander to control the fire in support of the Montana State Fire Policy MCA 76-13-115 and the County's performance of their own requirements of 76-13-105(3) and 7-33-2202, and the DNRC mandate(s) of MCA 76-13-104 as identified in the terms of the Cooperative Fire Control Agreement.

Assistance provided by the DNRC may, at the DNRC's discretion, be commensurate with the local incident commanders training and capacity to safely and effectively operate the resources, and general operation and coordination of the actual fire incident and the assigned resources to ensure safe and efficient use of its resources and funding and continuity with its partner agencies and their terms. DNRC County Fire Coordinators (County Fire Advisors) will be made available by the DNRC and may be requested by Yellowstone County, for the purpose of assisting local Incident Commanders with incident operations. It is understood however that the DNRC County Fire Advisors do not exercise jurisdiction or command and control and are not a supervisory authority over county personnel.

DNRC's focus areas in support of the County will be upon:

1) Providing immediate technical assistance to County incident commanders, through the immediate response of a DNRC County Fire Coordinator (Attachment "F"). This includes the DNRC working with County fire personnel to monitor incidents and fire conditions, detecting elevated environmental threats, evaluating human-caused fire problems, implementing fire attack plans, checking local, regional, and national resource availability and locations, and other such general assistance. *In this regard, the County should notify the DNRC Southern Area Fire Duty Officer as soon as is possible if circumstances occurring within the County operating area pose potential for further supplemental support. Those circumstances are included in Attachment B and is normally accomplished via the direct notification of fire situations through the 911 Dispatching process and further later by means of continual coordination between the County Fire Duty Officer and the DNRC Fire Duty Officer.*

2) Providing initial attack assistance with resources otherwise not available to the County pursuant to the intent of the F-200, Cooperative Fire Control Agreement. This may include aviation assistance, technical incident management staff to support County Incident Commanders, hand crews, and other resources, as such are available and appropriate, and that would otherwise not be available to the County. DNRC would expect that prior to, or occurring simultaneously, the County requesting from DNRC like kinds and types of resources as already possessed by that County, that the County has implemented the response of the totality of its resources as such is reasonable and practical, and including the dispatch of other DNRC resources already assigned or otherwise previously provided to the County and may reserve the right to see that all County Co-Op- DNRC resources become fully committed to fire attack duties prior to granting assistance with like kinds and types of resources which are already available to the County. This is proper resource utilization and is accomplished by common principals or relative resource management which is a County responsibility.

Fire Incident Command and Control

Unless otherwise agreed between the County and the DNRC Fire Duty Officer, the County will have in place and on-scene, always, a County incident commander capable of adequate command and control of the incident and its resources. At times, DNRC may form unified command with a County incident commander. However, DNRC would prefer that the County assign a trained incident commander from its ranks who can then be assisted by a DNRC County Fire Coordinator/Advisor (Attachment "F") in carrying out both the County and DNRC's fire suppression obligations according to this agreement.

The County maintains responsibility for performing their statutory obligations within this agreement and as provided in applicable law, on all such fires upon private and state lands, even after the request for state assistance has been made and granted. Some exceptions may occur to this expectation; however, those must first be arranged with the DNRC Fire Duty Officer and the County together.

If the County requests the DNRC perform the incident commander role on its behalf, the local fire chief, county fire warden, and the DNRC Fire Duty Officer must ***first*** arrange together those details of transition including who is going to do it, when, how the transition will work, how the DNRC IC will request County resources, and other such details. When agreement is reached, the county/fire department must first seek the approval of the Commissioners and the DNRC must first seek the approval of the DNRC Southern Area Fire Management Office **PRIOR TO** the transition occurring. This is not DNRC's preferred course of action however DNRC acknowledges the challenges of sustained volunteer labor commitment and when requested, will attempt to make personnel available to fulfill this role. If unavailable for this purpose, the DNRC would expect the previous paragraph apply as it regards the County's obligations to statute.

The Incident Command System (ICS), including the attached incident communications plan (Attachment "A") will be used by the County and the DNRC and all incident agencies and personnel to provide incident command and control at incidents where DNRC resources, including its agents, have been requested to assist the County. Emergency Management functions remain a county responsibility.

Under no circumstances, are free-lancing and independent actions by any personnel permitted to occur during DNRC assisted incidents and it is the responsibility of the County incident commander(s) to ensure that supervision is applied to the incident and its resources. County incident commanders may be assisted by DNRC County Fire Coordinators/Advisors. However, neither state employees nor their agents (other private, local, state, and federal resources under DNRC operational control) will be expected to engage in situations wherein there exists an inordinate hazard typically associated with a lack of command and control (ICS), poor communications, and/or the conduct of free-lancing and independent actions.

DNRC forces, including their agents and those representing such sent in addition to whatever DNRC resources are already placed in the county, will be withdrawn from an incident as the first priority when agreement has been reached between the local jurisdiction and the DNRC that the incident has been stabilized or otherwise has deescalated to be within the capacity of the local jurisdiction to handle the remainder of the fire suppression activities adequately without further assistance, and pursuant to the requirements of MCA 76-13-104(B) and the local Cooperative Fire Control Agreement.

Without prior approval of the DNRC Fire Duty Officer, state forces and including their agents will not be left by the County to assume fire control activities. Such requests, when made, will be balanced with other fire assistance requests based on prioritization and where DNRC's resources are required elsewhere for higher priority, they will be released by the local jurisdiction for such response.

7. Post-Fire Incident Activities

Fire Investigation-Cost Recovery

All wildland fires occurring upon COOP Protection Areas (private, state lands) inside a county, but outside of a municipality or rural fire district should be investigated.

Wildland Fires occurring upon COOP Protection Areas inside of a Rural Fire District or Fire Service Area should be investigated by the District's Rural Fire Chief. Fires occurring within a municipality are the responsibility of the Municipal Fire Chief. All other fires are a responsibility of the Sheriff of the County.

DNRC may assist either the District Fire Chief or the County Sheriff with personnel and/or equipment necessary to determine cause and origin, and further to determine if a violation of law or rule is present. County/fire department cause/origin and arson fire investigation reports and materials should be made available to the DNRC upon request of the DNRC Southern Area Fire Management Officer.

DNRC may, in its discretion, perform fire cause and origin investigations, and if/when infractions of law or rule have occurred, may make a complaint/case before the County Attorney. Additionally, DNRC may pursue cost-recovery from negligent parties at its discretion together with the county, fire departments, other federal agencies, or independently.

Reimbursement Packages

In the instance where a county and/or fire department has incurred expenses that the DNRC has agreed to reimburse, the package should be assembled by the county and submitted to the DNRC Southern Land Office within 30 days of the conclusion of the incident. Consistent communications and documentation between Yellowstone County and DNRC throughout an assisted incident regarding the assignment of costs of suppression resources will be important in order that reimbursement packages contain only those items that each agree should be reimbursed.

Fire Suppression Damage Repair

Both the county/fire department and DNRC are free to perform fire suppression damage repair according to each agency's policy. However, nothing herein requires either party to perform damage repairs incurred during fire suppression.

Post-Fire Reviews (AAR)

After an assisted fire event, either party may call for an after-action review. The entity petitioning for the review will take the lead in organizing the review.

ATTACHMENT "A"-Fire Incident Communications Plan

Channel	RX/PL	TX/PL	Incident Use
RED	154.0700/NA	154.0700/156.7	Fire Common/First Call (**Not** COMMAND)
MAROON	154.2800/NA	154.2800/156.7	Fire Incident Command and Control
CORAL	154.2650/NA	154.2650/156.7	Fire Ground Tactical 1
SCARLET	154.2950/NA	154.2950/156.7	Fire Ground Tactical 2
COPPER	154.2725/NA	154.2725/156.7	Fire Ground Tactical 3
BURGUNDY	154.2875/NA	154.2875/156.7	Fire Ground Tactical 4
CRIMSON	154.3025/NA	154.3025/156.7	Fire Ground Tactical 5
GOLD	153.9050/NA	153.9050/156.7	Montana Common (Law, Fire, EMS, DOT)
NEON	157.4250/NA	157.4250/156.7	General Mutual Aid Coordination
RUBY REPEATER	153.8300/NA	159.3450/CSQ	Command Repeater
ORANGE	151.4000/NA	151.4000/NA	DNRC Air-Ground 2
YELLOW	151.2200/NA	151.2200/NA	DNRC Air-Ground 1

** All incoming DNRC resources, including their agents, requested by the County, will have only these channels available to them. Once DNRC assistance is requested and granted, the Incident Commander must activate this communications plan to ensure adequate incident command and control. The exception to this practice will be DNRC County Fire Coordinators/Advisors (Attachment F) who will maintain County radio frequencies for the purposes of implementing this plan's intent.

- ✓ Radio frequencies owned by the State of Montana, including the "color" channels, are to be used for the State's intended purposes as such are outlined both above and within the Department of Administration's Mutual Aid Frequency manual.

ATTACHMENT "B"-County Notification to DNRC of Fire Circumstances

Pursuant to the intent of this plan, Yellowstone County will notify the DNRC Fire Duty Officer when any of the following circumstances are present within Yellowstone County, outside of the municipalities of Billings, and Laurel. DNRC will, upon receiving notification, begin pre-planned supplemental functions in support of the county's efforts.

This is normally considered accomplished by virtue of distributing computer aided dispatches of county resources to the DNRC Fire Duty Officer.

FIRST; IDENTIFY THAT YOU ARE MAKING A NOTIFICATION CALL to the DNRC FIRE DUTY OFFICER

Then, provide information related to anyone of the following situations.

1. Any wildland fire within the county, suppressed or active, that is suspected to be 100 acres or larger.
   - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to map the incident and then process the required ICS-209 on behalf of the County. If the fire is active, the units will directly assist the local county IC with mobilization and coordination of additional resources if required.
2. Any wildland fire that is receiving a multi-agency response including local and federal resources.
   - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to coordinate the response of federal agencies resources if necessary.
3. Any wildland fire occurring on border regions where more than 2-counties are responding/involved.
   - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to assist a local county IC with coordination of additional mobilizations required, provide technical assistance in the use and organization of resources, and coordinate with both counties regarding jurisdiction and future actions and assist with coordination between the counties involved.
4. Anytime a "County All Call" is placed which is drawing-down county response levels.
   - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to assist a local county IC with coordination of additional mobilizations required, provide technical assistance in the use and organization of resources, and coordinate with the county any backfill resources as such may be required to ensure coverage in the remaining parts of the county areas with DNRC assistance.
5. Anytime a wildland fire is suspected to have been intentionally set.
   - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to either assist the local jurisdiction with fire investigation and/or to record the incident information for processing according to DNRC policy.

When such circumstances are present; the DNRC Fire Duty Officer should be notified directly by the County.

Notification of this criteria may prompt a response from a DNRC County Fire Coordinator (See Attachment "F").

ATTACHMENT "C"-County Request for DNRC Firefighting Assistance

In the event a County Incident Commander determines the need for additional resources/personnel, the following information must be relayed to the DNRC Fire Duty Officer at the earliest opportunity by the local 911-Dispatch Center OR the County or the County's incident commander:

- ***FIRST: IDENTIFY THAT YOU ARE CALLING WITH AN EMERGENCY REQUEST FOR ASSISTANCE***

Then report the following:

- **Entity Requesting Assistance** (i.e. county/fire department)
- **Fire Name** (if no name, DNRC must assign a name. Names must correspond with geographical references and not with landowner/firefighter's names, nicknames, etc.)
- **Incident Commander:** (name of IC, or call-sign of IC)
- **Physical Location of Incident** (latitude/longitude if requesting aircraft, or legal description, or road address)
- **Agency Land Ownership** (if available; private-State {DNRC}, BLM, USFS, BIA, USFWS, BOR, etc.)
- **Estimated Size** (one football field is 1 acre)
- **Rate of Spread** (low, moderate, or high)
- **Values at Risk** (primary structures, powerlines, cattle, subdivisions, etc.)
- **Type of Fuels** (light, medium, heavy; then grass, sage, timber)
- **Specific Resource Request** (what resources are being requested)
- **Incident Operating Frequencies** (confirm that IC has activated the mutual aid communications plan {ATTACHMENT "A")
- **Specific Travel Instructions, If Applicable** (want them to approach from a certain side or direction, where is staging area, etc.)
- **IF TRANSMITTED BY DISPATCH CENTERS, REQUEST THAT THE BILLINGS INTERAGENCY FIRE DISPATCH RE-CONFIRM WITH THE 911 CENTER REGARDING RESORUCES SENT AND ETA AND RELAY THIS INFORMATION TO THE REQUESTING INCIDENT COMMANDER**

REPORT THIS INFORMATION DIRECTLY TO THE BILLINGS INTERAGENCY FIRE DISPATCH CENTER

(406) 591-5489

If, you are unable to reach the DNRC Fire Duty Officer, please contact the Billings Interagency Dispatch Center at

(406) 896-2900.

ATTACHMENT "D"-DNRC Fire Equipment in Yellowstone County

DNRC-OWNED/COUNTY OPERATED EQUIPMENT (See F-202)

- Billings Fire Department: Brush 1 (hybrid)
- Blue Creek Volunteer Fire Company: DNRC Engine-1898, DNRC Tender 2358
- Custer Volunteer Fire Company: DNRC Engine-2149 and DNRC Engine-1804 (Keller Ranch)
- Haley Bench Volunteer Fire Company: DNRC Engine-2182, (2) 750-gallon slip units
- Laurel Fire Department: DNRC Engine-2071, Brush 5 (hybrid), and DNRC Engine 2292
- Lockwood Rural Fire District: DNRC Engine-2448
- Shepherd Volunteer Fire Company: DNRC Engine-2171, and DNRC Engine-2449
- Worden Volunteer Fire Company: DNRC Engine-2243
- Broadview Rural Fire District: DNRC Engine-2148
- Fuego Volunteer Fire Company: DNRC Engine 2313 and DNRC Tender 2390

Yellowstone County has received greater than 25 pieces of firefighting equipment (structure engines, ladder trucks, rescue trucks, brush trucks, water tanks, gear, supplies, and other equipment) through the DNRC's DOD-FFP program. This equipment is tracked by DNRC but title is maintained by the local fire jurisdiction. While a separate program, the products complements the Yellowstone County Cooperative Fire Control program.

The equipment listed is in addition to that equipment which is owned and operated by Yellowstone County and Fire Departments in Yellowstone County which at last count, numbered near 78 pieces of equipment. This list is available through the Yellowstone County Fire Warden's Office.

ATTACHMENT "E"-Final Fire Information Reporting Criteria

Pursuant to the intent of this plan, the following identifies reportable post-fire information **required** to be reported by Yellowstone County for all vegetation fires within the County. DNRC will report this information on the county's behalf upon receipt.

REPORTING CRITERIA

1. Fire Department NFIRS Number
2. Fire Department Incident Number (NFIRS)
3. Fire Occurrence Date
4. Fire Alert Time
5. Fire Response Time
6. Fire On-Scene Time
7. Fire Containment Time
8. Final Size of Fire
9. Latitude and Longitude of Fire (Datum: NAD83)
10. Specific Cause of Fire

This information may be entered via the DNRC Fire Reporting app (Survey 123), e-mailed, within 24 hours of occurrence March 1st-October 1st or once per week after those dates, to the DNRC Southern Area Fire Duty Officer at slofiredutyofficer@mt.gov. Information may be presented using standard forms, NFIRS forms, fire department forms, or whatever method of delivery is most convenient to the County.

If a DNRC County Fire Coordinator/Advisor is on-scene, they will collect the relevant information and process on behalf of the County however if local procedure is present, then such process should be followed.

Fire information is reported daily throughout the fire season (March 1st-October 1st) or once a week interim. During the fire season, this information is used in consideration of placement of resources, pre-suppression funding, and likewise. End-of-year report information is required to be submitted to the Montana Legislatures Environmental Quality Council (EQC) once per quarter in consideration of program operations and funding.

DNRC will produce a year-end report demonstrating notable fire occurrence and reporting statistics to Yellowstone County for program planning and funding purposes.

ATTACHMENT "F"-DNRC County Fire Coordinator Activation

Pursuant to the intent of this plan, DNRC will make available to the County personnel capable of fulfilling the DNRC County Fire Coordinator/Fire Advisor role. This will be done at the DNRC's expense using any combination of local, state, and federal personnel who meet the qualifications required by the DNRC. DNRC County Fire Coordinators/Advisors may or may not be appointed Montana Fire Wardens.

These personnel will be responsible for responding to and working in-service to the County or the County's Incident Commander to perform coordination of incident response and suppression operations, mobilization of additional resources required by the IC, and to provide technical assistance to the IC in the use and organization of supplemental resources.

In the absence of such units being present on-scene, the county's incident commander will be required to perform these functions pursuant to the intent of the Cooperative Fire Control Agreement, when being assisted by the DNRC upon request of the County or the County's IC.

DNRC County Fire Coordinators/Advisors will respond to incidents, or otherwise contact a County Incident Commander, when **1**) requested by a 911 center on behalf of the County's Incident Commander, or **2**) when the County has notified the DNRC of those circumstances present as outlined in Attachment "B".

In the absence of the presence of those pre-determined "auto-launch" criteria, the County's incident commander may request a DNRC County Fire Coordinator/Advisor to respond to their incident. This is accomplished by the IC contacting their respective 911 center who will contact the DNRC Fire Duty Officer to have a unit dispatched to the fire. DNRC would encourage this practice to be adopted by the County to support the proactive response model developed by this cooperative fire control plan.

If the response is prompted by a 911-center request on-behalf of a County IC, the responding unit will confirm with the requesting 911 center of their response via radio or through Billings Interagency Fire Dispatch Center and will make contact with the County's Incident Commander via radio or phone.

If the response is prompted by the criteria present in Attachment "B", the DNRC County Fire Coordinator/Advisor will contact the County incident commander directly to confirm a response, the need to continue a response, and/or the need to increase the speed of the response at the IC's request. All of these activities will be coordinated with the County.

ATTACHMENT "G"-Staffed Station Response Plan 2025 (from Item 5)

STAFFED STATION Operations

WILDLAND FIRE

AUTOMATIC RESPONSE PLAN

2025

This appendix satisfies the requirements of a County plan as noted on page 7, Item 5, paragraph 1.

INTENT

- ✓ The intent of this plan is to identify and initiate **automatic aide** RESPONSE procedures to wildland fires or the threat thereof that are both within Yellowstone County **and** during those times when the DNRC has activated "Station Staffing" operations within the county and at the County's request.
- ✓ This plan does **NOT** apply to those times when Station Staffing has not been activated.
- ✓ This plan does **NOT** replace nor supersede the requirement of the County to respond to wildland fire incidents as such are organized by and within the County. Rather, this plan DOES complement that otherwise required effort, and focus' additional proactive steps agreed to and intended to be taken by the County collectively, as organized within the County, when the use of the DNRC's Station Staffing operations are active within Yellowstone County.
- ✓ It is generally assumed and required that Yellowstone County continue to respond to and suppress wildland fires within its own response area while enjoying the additional rapid and aggressive response operations this plan affords. At no time, unless agreed to by the County, and the DNRC Fire Duty Officer, should the County abdicate their fire suppression responsibilities while receiving assistance from the state or federal government resources.
- ✓ At all times, the County receiving assistance under the terms of this plan is to respond, establish or accept Incident Command, and remain in command while retaining control of the incident and responding resources and together with any other jurisdiction having authority.
- ✓ The DNRC may, in its discretion, perform management actions upon personnel employed by DNRC for these purposes up to and including dismissal for failure to meet requirements present for employment. The County may, in its discretion, terminate a unit, personnel, or organization from participation should the unit, personnel, or organization fail to adhere to or otherwise comply with County requirements. If the DNRC wishes to employ them further, this will be considered a Chapter 50 mobilization.

HOW THIS WORKS

During Station Staffing operations, Yellowstone County will be divided into 5 distinct Automatic Aide Wildland Fire Response "Zones". These "zones" will generally follow the major highway systems and the Yellowstone River.

Every wildland fire call received within Yellowstone County by either the City/County 911 Center or the Laurel 911 Center will follow its normal fire dispatch activation procedure(s) during which time the fire department whose county initial attack area the fire report is occurring within will still be the first alerted to form a response to the wildland fire and will take the lead role.

This plan constructs an additional automatic (on page-out) response of those other fire units which may be staffed that day and generally would be the next closest and/or quickest available units for response. This is done to supplement the County's response to any wildland fire call with an automatic level of initial response to support the County's response to wildland fires.

Simply put, this IS MUTUAL AID occurring AUTOMATICALLY.

These responses will be initiated at time of notification or by the Engine Captain (Engine Boss), the County Fire Warden or County Fire Duty Officer, if Different, or DNRC Fire Duty Officer level in accordance with this plan. There will NOT be a separate tone automatically sent from either of the Fire Dispatch centers in Billings or Laurel.

<u>ALL STAFFED STATION UNITS</u> will need to monitor the following channels during their staffing operations:

- ✓ DES WEST
- ✓ DES EAST
- ✓ LAUREL FIRE REPEATER
- ✓ Their Department Tactical Channel (if applicable)

When a callout for a wildland fire is received, the following is expected by ALL Staffed Stations Units

Responder Units:

1. ***The hosting department should respond as is standard protocol.***

   There will not **be NO TOLERANCE** by member departments, or the DNRC, of other member departments who abdicate their duty to respond in full force because of the supplemental response by their neighbors. Their response is supplemental in support of your operations. It is not primary and other departments' resources should not be used to replace your own department's efforts. This is automatic mutual aid.

2. ***ALL STAFFED STATION units Engine Captains (ENGB's) should then determine the location of the reported fire against the "run cards" within this plan.***

3. ***Upon doing so, the Captains should then turn the page and identify which staffed station units should respond automatically to that same fire call.***

4. ***IF your department IS IDENTIFIED as an automatic responder to that Zons:***

   a. ***Initiate the response of your staffed station units within your department immediately***

   b. ***Radio call to dispatch and identify your unit and that you are responding to the fire call***

   c. ***MONITOR THE RADIO and continue your response until either cancelled by an on-scene unit or provided with travel/check-in procedures instructions.***

   d. ***Upon arriving, check-in with the hosting departments IC on THEIR TACTICAL (non-color) CHANNEL. Proceed as directed.***

5. ***IF your department is NOT IDENTIFIED as an automatic responder to the Zone:***
    a. ***Do not respond. Remain in your own area or on local assignment.***
    b. ***MONITOR THE RADIO and be prepared for additional resources requests (mutual aid) and/or move-ups and prepositions.***
    c. ***You may be requested to respond outside of your pre-assigned automatic response zones by the DNRC Duty Officer or, via mutual aid requests from partner fire departments.***

IF you are the hosting fire department receiving the automatic aide:

1. ***Upon receiving a fire call, RESPOND as you normally would. Be aware of the additional automatic response and monitor the dispatch channel for which other resources are also responding to your call.***
2. ***Upon Arrival at the fire, radio call a size up (see below) to fire dispatch and be aware that the automatic response units will be monitoring and awaiting your instructions. Remember: Better to have it and not need it then to later need it and not have it.***
    a. ***Size-ups should include at the minimum:***
        - ✓ Name your command "Clapper Flat Command"
        - ✓ Fire Size
        - ✓ Rate of Spread
        - ✓ Values at Risk (structures, powerlines, etc.)
        - ✓ Additional resource instructions (*cancel or continue. IF CONTINUE, identify a radio channel to check-in on and a place to report to-travel instructions.)*
        - ✓ Additional resource needs: This would be for resources in excess of that already responding from both your department and those under the automatic plan.
        - ✓ Be expecting to hear from incoming resources on YOUR TACTICAL channel UNLESS you designate another color channel to be used for the incident.

b. Have a plan to put those incoming resources to straight to work!

3. If you have additional mutual aid needs BEYOND THOSE ALREADY ENROUTE, declare it to FIRE DISPATCH by indicating the departments and type of units and how many you want. If you need additional staffed station resources, aviation or other resources, contact the DNRC Duty Officer.

IF you are the FIRST ARRIVING resource to a fire not in your own response area:

1. Initiate command in the same way it is outlined on page 5, 2A.

2. Take tactical action to suppress the fire while waiting for the jurisdiction to arrive.

a. When the jurisdictional agency arrives, transfer command to them.

- ✓ Be sure to communicate this to fire dispatch.
- ✓ Be sure to brief the incoming IC with what has been done up to this point
  - Including whether additional responding units were continued on cancelled and if so which ones
  - Remain on scene and engage the fire according to the incoming IC's wishes

IF you are a Staffed Station Unit *ALREADY ON A CALL* and receive another call for automatic aide:

1. ***If you are in command, your unit does NOT respond.***
2. ***If you are tactically engaged in an uncontrolled fire scene (active spread occurring-your unit does NOT respond.***
3. ***If you are a resource on a contained fire in mop-up stages and there are other resources on the scene OR the fire is secure (be CERTAIN it is!) then contact the IC, inform them of the pending response, and receive acknowledgement that you are clearing their scene and responding to another call.***

Zone 1 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Broadview
- Fuego
- Laurel
- Molt
- Billings

Communications Plan

HOST DEPARTMENT	1ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1ST)
BROADVIEW	**Broadview Tactical**	**DES WEST**
FUEGO	**Fuego Tactical**	**DES WEST-DES EAST**
MOLT	**Molt Direct**	**Molt Repeater-DES WEST**
LAUREL	**Laurel Repeater**	**DES WEST-DES GREENO**

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Dean Creek (North)
- ✓ Park City (Central-West)
- ✓ Bull Mountain (North)
- ✓ BLM
- ✓ Shepherd (North-East)

Zone 2 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Laurel
- Blue Creek
- Billings
- Lockwood

Communications Plan

HOST DEPARTMENT	1ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (*IF* NO CONTACT ON 1ST)
LAUREL	**Laurel Repeater**	**DES WEST-DES GREENO**
BLUE CREEK	**Blue Creek Tactical**	**DES WEST-DES GREENO**

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Joliet (West)
- ✓ Edgar (South and West)
- ✓ BIA (South and West)
- ✓ Park City (West)
- ✓ BLM
- ✓ USFS

Zone 3 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Blue Creek
- Lockwood
- Haley Bench

- Billings

Communications Plan

HOST DEPARTMENT	1ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1ST)
BLUE CREEK	**Blue Creek Tactical**	**DES WEST-DES East**
LOCKWOOD	**Lockwood 1**	**DES West-DES East**
HALEY BENCH	**Haley Bench Tactical**	**DES East-DES West**

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Worden (North-East)
- ✓ Laurel (West-South)
- ✓ BIA
- ✓ BLM

Zone 4 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Worden
- Shepherd
- Lockwood
- Haley Bench
- Billings
- Custer

Communications Plan

HOST DEPARTMENT	1ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1ST)
WORDEN	**Worden Tactical**	**DES East**
CUSTER	**Custer Tactical**	**DES East-DES Custer**
HALEY BENCH	**Haley Bench Tactical**	**DES East**
LOCKWOOD	**Lockwood 1**	**DES West-DES East**

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Bighorn County (South Side of the Hills)
- ✓ BLM
- ✓ BIA
- ✓ Laurel (West Side)

Zone 5 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Shepherd
- Worden
- Custer
- Billings

Communications Plan

HOST DEPARTMENT	1ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1ST)
SHEPHERD	**Shepherd Tactical**	**DES East-DES West**
WORDEN	**Worden Tactical**	**DES EAST-DES WEST**
CUSTER	**Custer Tactical**	**DES East-DES Custer**

Adjacent Responder Options through the FDO or by Mutual Aid Request

- ✓ Fuego (West Side)
- ✓ Lockwood
- ✓ Blue Creek
- ✓ Bull Mountain (North and West End)
- ✓ Hawk Creek (Central-East End)
- ✓ Melstone (North and East End)
- ✓ BLM
- ✓ Treasure County (Far East)

Payments and Reimbursements

This program is operated by the Montana DNRC who directly interfaces with individual Fire Departments. All payments and reimbursements for time, fuel, department equipment payments, operating expenses, and all other realized costs as a result are organized by the Montana DNRC directly with the various Fire Departments participating. To obtain further information, contact Montana DNRC Southern Land Office regarding pre-season meetings and what training and qualifications are required, payments or reimbursements are available, what documentation is required, when, and other such details.

Activation/Coordination of Staffed Station

Station staffing is activated by the Montana DNRC. Individual Fire Departments wishing to staff may contact the DNRC Southern Land Office directly with requests for staffing.

Coordination of staffing, response to fires, etc. of staffed station resources is at the discretion of the DNRC Fire Duty Officer. Arrangements for use of staffed station resources for mop-up, relief of existing forces, nightshift staffing, patrol of old fires, lightning patrols, etc. should be coordinated with the DNRC Fire Duty Officer.

Additional Resource Requests Procedure

Mutual Aid: Contact Fire Dispatch (or Laurel Dispatch) to place the request. Specify the departments to be requested and what resources and how many you are asking. Provide the command channel you are using.

County-Wide Mutual Aid: This may be requested by members party to the county-wide mutual aid agreement. This is available by contacting Fire Dispatch and specifying the types of equipment you wish to receive and indicating what channel you are working on.

Staffed Station Resources: Contact the DNRC Fire Duty Officer to request additional staffed station resources for such things as backfill, extra slots, etc. Fire Dispatch, nor the Yellowstone County Fire Warden or County Fire Chief, coordinates staffed station resource allocations.

Resources Not Otherwise Available: Including aviation, hand crews, logistical needs, additional engines, incident management etc.-Contact the DNRC Fire Duty Officer.

Staffed Station Staffing Allocations and Backfill: Contact the DNRC Fire Duty Officer.

-END-

STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN THE STATE OF MONTANA
AND ___Yellowstone_____COUNTY

THIS STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT (AGREEMENT) is made and entered into by and between ___Yellowstone_____ County, (COOPERATOR), and the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, (DEPARTMENT), and effective the _____ day of_____, 20 ____ .

The purpose of this Agreement, when signed by both parties and accompanied by a written wildland fire management plan, (PLAN), is to satisfy the requirements of Montana Code Annotated (MCA) sections 7-33-2202(4)(b), 7-33-2210, 76-13-104 and 76-13-136.

WHEREAS, State Fire Policy acknowledges that it is a priority to minimize property and resource loss resulting from wildfire and to minimize expense to Montana taxpayers, which is generally accomplished through an aggressive and rapid initial attack effort;

WHEREAS, it is to the advantage of all Montana's citizens for the DEPARTMENT and the COOPERATOR to work together on matters of wildland fire protection. MCA sections 76-13-101 and 76-13-115(3) encourage the cooperation of state, public, and private agencies in the protection and conservation of Montana's natural resources, range and water;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree to the terms outlined below:

1. **The COOPERATOR shall appoint a Firewarden pursuant to Montana Code Annotated section7-33-2215. The Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.**

2. **The COOPERATOR is authorized to annually appropriate funds pursuant to Montana Code Annotated section 7-33-2209. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.**

3. **The COOPERATOR shall implement the PLAN by performance of the functions described in Montana Code Annotated section 7-33-2202. The COOPERATOR may exercise the powers authorized by Montana Code Annotated sections 7-33-2205, 7-33-2206 and 7-33-2208.**

4. **The COOPERATOR is solely responsible for the proper use, protection, maintenance, and care of the equipment and supplies loaned under this Agreement.**

5. **The COOPERATOR agrees to make the loaned equipment available for use on private and public ownership for the protection from fire as set forth in Montana Code Annotated sections 76-13-104, and 76-13-136, and when requested by the DEPARTMENT'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this Agreement by the DEPARTMENT.**

6. **The COOPERATOR shall maintain and make necessary repairs to the said equipment and component parts thereof so that it is kept in good, serviceable and safe repair.**

7. **The COOPERATOR will assure that all operators of the equipment covered by this Agreement meet the appropriate minimum driver's license requirements per Montana State law, adhere to state law and are members of either a County Government, Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, Volunteer Fire Company, or Municipal Fire Department.**

8. **The COOPERATOR shall provide or ensure workers compensation insurance coverage on drivers, passengers or workers using or working with any equipment loaned under this agreement.**

9. **COOPERATOR acknowledges and agrees that the equipment or supplies loaned under this agreement carry no express or implied warranty and, on behalf of itself and its agents, successors and assigns, agrees that it shall make no claim against the DEPARTMENT, the State of Montana or the Federal Government based upon any defect, whether apparent or not, in such loaned equipment or supplies.**

10. **The COOPERATOR agrees to indemnify, defend and hold the DEPARTMENT, and the Federal Government – as the owner of federal excess property - harmless from any and all claims, or causes of action arising out of the use or condition of the equipment or supplies loaned under this Agreement.**

11. **The COOPERATOR agrees to permit and assist in inventory and inspection of fire equipment procured under this Agreement as may be necessary to promote the effective use of this equipment, whether it be State-owned or Federal excess property.**

12. **The COOPERATOR will assume the cost for any damaged miscellaneous equipment, such as separate pumps, hose, tools, and supplies that were not loaned or supplied by the DEPARTMENT.**

13. **The COOPERATOR shall report all wildland fires to the DEPARTMENT in accordance with provisions set forth in the PLAN.**

The DEPARTMENT shall:

1. **The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Resources made available to the COOPERATOR to assist the DEPARTMENT with its duty pursuant to Montana Code Annotated section 76-13-104(1)(a) shall comply with the stipulations set forth in this agreement and the PLAN.**

2. **The DEPARTMENT will loan specific items of firefighting equipment, when such equipment is available, to the COOPERATOR in accordance with the mutually established PLAN and its amendments, and applicable Federal laws, rules and regulations.**

3. **The DEPARTMENT will maintain an inventory of the equipment made available through this Agreement.**

4. **The DEPARTMENT will assume the costs for property damage to the loaned equipment only.**

NOW, THEREFORE, it is mutually agreed:

1. **It is mutually agreed that both parties shall meet annually to review this Agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.**

2. **The proper identification of the equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and the equipment will not be sold, junked, rented, traded, given away, or otherwise disposed of, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the DEPARTMENT. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.**

3. **Title to all equipment loaned under this Agreement will remain with the State of Montana or the Federal government. All state owned vehicles will bear the permanent Montana Agency license plate furnished by the State without charge.**

4. **Loss, damage, or destruction of State- or Federally owned equipment by fire, collision, theft, or any other means, will be reported immediately to the DEPARTMENT with signed affidavit showing loss, cause and recovery action attempted by the COOPERATOR. Accidents involving State- or Federally owned equipment must be reported immediately by the COUNTY to the STATE on forms provided for that purpose. Federal policy requires investigation to determine the cause of negligence, if any.**

5. **Items of equipment covered by this Agreement no longer needed by the COUNTY will be reported to the DEPARTMENT, who will determine disposition.**

6. **If this Agreement between the DEPARTMENT and the COOPERATOR is terminated by either party, all equipment provided by the DEPARTMENT will be returned to the DEPARTMENT.**

7. **Any equipment owned and installed by the COOPERATOR remains the property of the COOPERATOR and should be removed prior to returning the equipment to the DEPARTMENT.**

8. **It is mutually agreed that this Agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this Agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this Agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.**

COUNTY OF Yellowstone**:**

BY _____

BY _____

BY _____

BY _____

DEPARTMENT OF NATURAL RESOURCES AND CONSERVATION:

BY _____
Land Office Area Manager

B.O.C.C Thursday Discussion 4.

Meeting Date: 06/04/2026

Title: Courthouse Renovation - Sletten Contract

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Finance - Courthouse Renovation - Sletten Contract

BACKGROUND:

Contract with Sletten Construction for the renovation of the Courthouse.

RECOMMENDED ACTION:

Discuss

Attachments

Sletten Construction Agreement

AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

ADDITIONS AND DELETIONS: The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

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

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

AGREEMENT made as of the 21st day of May in the year 2026
(In words, indicate day, month, and year.)

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

Yellowstone County
217 North 27th Street
Billings, MT 59101

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

Sletten Construction Company
1000 25th Street North
PO Box 2467
Great Falls, MT 59403

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

Yellowstone County Courthouse Renovation
217 North 27th Street
Billings, MT 59101

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

A&E + SMA Design
124 North 29th Street, Suite 100
Billings, MT 59101

The Owner and Construction Manager agree as follows.

TABLE OF ARTICLES

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

«TBD »

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

TEN MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY AND NO/100
($10,555,640.00)

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

NA

.2 Construction commencement date:

Anticipated to be July 1, 2026

.3 Substantial Completion date or dates:

March 30, 2027

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

Phase 1 of this Project is – Renovation construction for 3rd Floor and 1st Floor.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

N/A

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)
Matt Kessler
Yellowstone County Purchasing
217 North 27th Street
Billings, MT 59101

Shane Swandal
Alec Pinero
Hulteng CCM
6417 Trade Center Ave
Billings, MT 59101

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

TBD

§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Mechanical Engineer:
N/A

.2 Civil Engineer:
N/A

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

Asbestos Abatement Consultant – Northern Industrial Hygiene
Special Inspections Testing – TBD
Commissioning Services - TBD »

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)
Thomas Pertuit
A&E + SMA Design
124 North 29th Street, Suite 100
Billings, MT 59101
406.248.2633

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

Brooke Logan
Sletten Construction Company
1000 25th Street North
Great Falls, Montana 59403
406.761.7920

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

Per RFP submission Dated September 29, 2025

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

NA

§ 1.1.15 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and in that event, the Owner and the Construction Manager may adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation if appropriate and required as a result of any changes. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary

§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, Bid/Proposal (RFQ and RFP) documents, Construction Manager's proof of payment and performance and payment bonds and proof of insurance, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract and incorporated herein as if attached to this Agreement or repeated herein. Any modifications of the Contract Documents with respect to scope of the project, contract time or overall budget must be approved by Owner's Board of Commissioners. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

§ 2.1.1 The Construction Manager (or GC/CM) has been provided a copy of the Agreement Between Owner and Architect and the General Conditions of the Contract for Construction and any amendments thereto, which together are included in the contract documents. The Construction Manager acknowledges that such documents have been reviewed and understands those references to the duties and responsibilities of the Construction Manager contained therein. The Construction Manager understands and acknowledges that the Owner has decided to utilize an alternative project delivery method for the Project, which it has determined to be based on a General Contractor Construction Manager Contract between the Owner and a Construction Manager.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager is an independent contractor of the Owner.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, the Parties acknowledge and agree that the Construction Manager will provide services for the Preconstruction Phase, (which shall run through Bidding Phase) and through the Construction Phase. The Parties agree and acknowledge that the Project may proceed with a phased or sequential bidding process and that Portion of the Project may enter Construction Phase while other portions of the Project remain in the Preconstruction Phase.

§ 2.3.2 For the Construction Phase, the Construction Manager's responsibilities to the Owner shall be as set forth in this Agreement and in AIA Document A201 – 2017 "General Conditions of the Contract for Construction" and any amendments thereto which are incorporated herein by reference (hereinafter collectively referred to as "AIA Document A201"). For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201, including any amendments thereto, shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term Contractor as used the AIA Document A201 shall mean the Construction Manager or GC/CM. Any reference to AIA Document A133-2019 in any document applicable to the Project shall mean such AIA document as modified herein. If any provisions of AIA Document A201, including any amendments thereto, are in direct conflict with any provision of this Agreement or of the Owner/Architect Agreement between the Owner and Architect with respect to this Project, the provisions of this Agreement as amended shall control.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, including any amendments thereto, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Additional Pre-Construction Phase Responsibilities
Construction, or any portion of Construction, will not commence until plans and specifications have been submitted to and approved as required by the Owner and by statute and regulation and any state, local, or governing body having jurisdiction over the Project or any portion of it.

§ 3.1.3 Consultation
§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase. In reviewing the Contract Documents, Construction Manager shall endeavor to detect any errors, omissions, or inconsistencies in the design or other documents which affect the performance or constructability of the Work. Construction Manager shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.1.4 Project Schedule
When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

§ 3.1.5 Phased Construction
The Construction Manager, in consultation with the Architect, shall provide recommendations with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates
§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the

latest approved Project budget, and make recommendations for corrective action and acquire the Owner's approval before proceeding with any contract awards.

§ 3.1.6.3 The Construction Manager and Architect shall compare their estimates at each stage and shall review portions of their estimates that are materially different from one another. Construction Manager and Architect shall determine the cause of the differences, correct any errors and reconcile their estimates. Architect and Construction Manager shall promptly notify Owner in the event they are unable to agree on a reconciliation of the estimates or if the probable construction costs exceed the Owner's construction budget, and the Construction Manager shall make recommendations for corrective action if the estimates or the final bidding and proposals are determined to be out of budget.

§ 3.1.7 As the Architect progresses with the preparation of the Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 The Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. The Construction Manager shall prepare and implement a subcontracting plan which provides for participation for qualified local businesses.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project.

§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

Per RFP Submission dated September 29, 2025

The Construction Manager will, in addition to any other services set forth under Paragraph 3.1 provide the following Preconstruction services:

.1 Consult with, advise, assist, and provide recommendations to the Owner and Architect on all aspects of the planning and design of the Work at construction document phase.

.2 Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality building within the Owner's budget and schedule.

.3 Review in progress design documents as supplied by the Architect and provide input and advise on construction feasibility, alternative materials, and availability of materials and equipment; Review completed design documents and suggest modifications to improve completeness and clarity.

.4 Provide input regarding the current construction market bidding climate, status of key subcontract markets, etc. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues.

.5 Develop and continuously monitor the Project schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Project in the most expeditious manner possible, while addressing and meeting schedule requirements.

.6 Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work; Notify the Owner and Architect immediately if the provided construction cost estimates appear to be exceeding the Owners' budget.

.7 Attend meetings of the Board of Commissioners, at the Construction Documents, Bidding Phase, Construction Phase or Phases as coordinated with the Owner and Architect. The Construction Manager shall report to the Owner's Board of Commissioners, at the Owner's request, information regarding the Work performed.

.8 Assist the Architect to the extent requested by the Architect within the areas of responsibility of the Construction Manager in the submission of the Construction Documents to the specific state and local agencies having jurisdiction over the Project, including but not limited to review under §20-6-622, MCA and in securing written approval from those agencies.

.9 With the assistance of the Owner and the Architect determine the number and nature of the bid packages to be placed for bid, open the bid on behalf of the Owner using a process determined by the Construction Manager and following a review of the bids conducted with the Architect and a representative of the Owner, at the Owner's request, prepare a written bid analysis and recommendation for the award of the bid for presentation to the Owner, along with supporting documentation.

.10 The Construction Manager with the assistance of the Architect shall prepare the advertisements for bids, as well as the necessary forms, record of bidders, plan deposits, proposals and other bidding and construction documents prior to distribution to prospective bidders. The Construction Manager shall also work with the Architect to ensure that the bid specifications and Construction Documents contain the provisions required by Montana law, including but not limited to prevailing wages (18-2-403 and 18-2-422, MCA; ARM 24.16.9005), resident hiring preference (18-2-403, MCA), nondiscrimination (49-3-207, MCA), provisions required by Montana and federal law for public contracting as well as any laws or regulations imposed by local authorities.

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 When the Architect has fully completed the plans and specifications for the Work and has the necessary governmental and other approvals, and following any ensuing bidding phase, the Construction Manager shall propose, in writing, a guaranteed maximum price (GMP), which shall include, among other items specified in the agreement (1) the sum of all of the awarded contracts for the Work and the Construction Manager's proposed reimbursable costs for any construction items or activities not included in the awarded contracts (Cost of the Work) and (2) the Construction Manager's fee. Such reimbursable costs must be approved by the Owner, and the Owner shall have the right to pay any fixed costs directly where feasible, thereby reducing the overall GMP. If the GMP proposal exceeds the Construction Manager's most recent approved cost estimate relating to any portion of the construction work, at the request of the Owner, the Construction Manager (at no additional cost to the Owner) shall work with the Architect to bring the Project within the approved cost estimate. The Construction Manager's fee will be established by agreement between the Owner and Construction Manager in accordance with this section and Article 6 as amended.

§ 3.2.1.1 Other than any subcontracts for portions of the work approved by the Owner prior to the establishment of the GMP, if the proposed GMP is acceptable to the Owner, the Owner shall, within fourteen (14) working days, approve the GMP in writing and issue a notice to proceed to Construction Manager indicating its approval of the GMP. The GMP shall be set forth in Exhibit A hereto. Bids for the construction work will then be formally awarded by the Construction Manager to the bidder selected by the Construction Manager subject to prior approval

of the Owner. Any bids for construction work for which the Construction Manager is also a bidder must be reviewed by the Owner and the Architect, and the selection shall be made by the Owner with the Architect's advice.

§ 3.2.2 To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

- **.1** A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;
- **.2** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;
- **.3** A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;
- **.4** The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and
- **.5** A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager's contingency, which is a sum established by Construction Manager, approved by the Owner and Architect to cover additional development of plans and specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order or are not a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. The contingency may be used by Construction Manager with written approval from the Owner and Architect for such reasons as scope gap, costs to expedite materials or accelerate performance to make up for delays that are the responsibility of Construction Manager, unforeseen general conditions expense, subcontractor buy-out errors by Construction Manager, subcontractor default, liens, or other reason or cause unrelated to a Change in the Work or unrelated to an event for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. Construction Manager will not be required to use its contingency for items that are the basis for a Change Order or for a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement, including (without limitation) Owner-directed changes, insufficient coordination of or deficiencies in design documents, unforeseen or differing site conditions, price escalation including tariffs, delay events beyond the control of Construction Manager (per § 8.3.1), increased costs due to epidemics/pandemics, increased costs due to a declared state of emergency, and failure of subcontractors or suppliers to honor quotes during the buy-out process. Any contingency remaining at the end of the Project shall be returned to the Owner. Notwithstanding the foregoing, the contingency cannot be used to pay or reimburse Construction Manager for costs or expenses which Construction Manager is required to pay without reimbursement under the Contract Documents or for which Construction Manager is liable under the terms of the Contract Documents due to the fault, negligence, or default of the Construction Manager, Subcontractors, suppliers or anyone for whose acts any of them may be liable.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price by Owner's Board of Commissioners at a duly-called Board meeting, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Construction Manager shall be allowed a maximum of five (5) business days from notice of acceptance of a Guaranteed Maximum Price to obtain the required bond form and insurance certificates, policies and

endorsements and return the same to Architect for review and transmittal to the Owner for the Owner's final review.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all applicable sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase which shall be established by the Owner's issuance of a Notice to Proceed which included a date for the commencement of construction, or approval by the Owner of a construction schedule established by the Construction Manager in consultation with the Owner and Architect.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager. Notwithstanding the foregoing, the Construction Phase cannot commence, and no construction services may be performed, until the Payment and Performance bonds and the Construction Manager's insurance, required by the Contract Documents, have been provided by Construction Manager and approved by Owner.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings without additional cost to the owner to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall maintain at the Work site, and make available for viewing by Architect and Owner, record Drawings for the Project on which the Construction Manager has noted, in a timely manner, all deviations in the Work as performed from the Drawings provided by the Architect for the Project.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with

Section 3.3.2.3 above.

§3.3.2.6 The Construction Manager shall, on behalf of the Owner, execute and enter into all contracts with Subcontractors and shall ensure that the contracts contain all provisions required by law, including, but not limited to, compliance with provisions addressing prevailing wages (18-2-403, 422 MCA); Montana residential preferences (18-2-403, MCA), nondiscrimination (49-3-207, MCA), maintenance of records requirements (18-2-406, and 422, MCA, as amended). The Construction Manager will conform to the provisions of §15-50-206, MCA, requiring the withholding of 1% of all payments due the Subcontractors or work it self-performs. For each contract, the Construction Manager will file the necessary forms, including the Form PC-1 and related forms, with the Montana Department of Revenue containing the information set forth in ARM 42.3 1.2121, within 10 days of the award of the contract. The Construction Manager will provide copies to the Owner upon request of all filings and transmittals made with or to the Department of Revenue in fulfillment of its obligations under this provision.

§3.3.2.7 The Construction Manager shall maintain the Project construction schedule incorporating the activities of the Subcontractors on the Project, including activity sequences and durations, allocation of labor and materials, and delivery of products requiring long-lead time and procurement. The Construction Manager shall maintain Shop Drawings, Product Data and Samples and other submittal material from the Subcontractors in a separate tabular schedule. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the preciously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§3.3.2.8 Consistent with the various bidding documents and utilizing information from the Subcontractors, the Construction Manager shall be responsible for coordinating the sequence of construction and the assigning of space in areas where the Subcontractors are performing Work.

§3.3.2.9 The Construction Manager shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have the authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work that does not conform to the requirements of the Contract Documents.

§3.3.2.10 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project Construction schedule, as well as schedule and coordinate any outside inspections required by law so as to avoid unnecessary delays.

§3.3.2.11 The Owner shall arrange for the delivery, storage, protection and security of Owner purchased materials, systems and equipment that are part of the Project until such items are incorporated into the Project, if such materials, systems and equipment are identified in the plans and specifications.

§3.3.2.12 The Construction Manager shall review requests for changes, assist in negotiating the Subcontractor's proposals, submit recommendations to the Architect and Owner and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§3.3.2.13 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Subcontractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect and Owner those that have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Subcontractors.

§3.3.2.14 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in

duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations prepared by a qualified surveyor or professional engineer. The Construction Manager shall make all such records and record Drawings available to the Architect for review and upon completion of the Project shall deliver them to the Owner.

§3.3.2.15 With the Architect and the Owner's maintenance personnel, the Construction Manager shall conduct the final testing and start-up of utilities, operating systems and equipment.

§3.3.2.16 When the Construction Manager considers each Subcontractor's Work or designated portion thereof substantially complete the Construction Manager shall notify the Architect. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.2.17 The Construction Manager shall coordinate and administer the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Subcontractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in making final inspections.

§3.3.2.18 The Construction Manager shall secure and transmit to the Architect all warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems, sustainability and site requirements.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

§ 4.1.3 The Owner with the assistance of the Architect and the Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs for the final completion of the project not included in the cost of the work, and (3) reasonable contingencies related to all of these costs. If the Owner's budget or Cost of the Work significantly increases or decreases, the Owner shall notify the Construction Manager and Architect. The Owner, in consultation with the Architect and the Construction Manager, may thereafter agree to a corresponding change in the Project's scope and quality to the extent necessary. Nothing herein shall obligate the Owner to agree to an increase in the Cost of the Work or construction costs or fees.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner except to the extent the Construction Manager knows of any inaccuracy or as otherwise stated in Article 4.1.6, and shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the foregoing, the Construction Manager shall exercise proper precautions relating to the safe performance of the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 Documents provided by the Owner shall be provided for information and, if prepared by third parties, may not show the conditions at the Project site accurately. The Construction Manager shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by the Owner, the Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. The Construction Manager shall retain a third-party locate company to locate utility lines, pipes, and cables and shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work. The Owner shall promptly notify Construction Manager in the event it learns or discovers any of the documents contain any inaccuracies.

§ 4.1.7 Any additional tests, surveys, and reports reasonably requested the Construction Manager shall require the Owner's prior written approval.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not responsible for determining and advising Architect and Construction Manager of special legal requirements relating to the Project that differ from those generally applicable to construction. The Construction Manager and Architect are responsible for retaining separate legal counsel to provide legal information and services related to their work.

§ 4.3 Architect

The Owner shall retain an Architect to provide services, duties and responsibilities as described in the agreement between the Owner and Architect as amended including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:

(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

Billed on a monthly basis at a cost and not to exceed twenty-eight thousand four hundred two and no/100 ($28,402.00

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Per RFP Submission Dated September 29,2025

Individual or Position	Rate
Project Executive – Cliff Garness –	$157.00/HR
Pre-Construction Manager Curt Swets –	$97.00/HR
Lead Estimator Trenton Pearce -	$97.00/HR
Project Manager – Brooke Logan -	$116.00/HR
Senior Preconstruction Manager – Jeremy Miller -	$129.00/HR
Senior Superintendent – John Bales -	$120.00/HR
Superintendent – Greg Darling	$105.00/HR
MEP Coordinator – Lisa Lewis -	$107.00/HR
Safety Coordinator – Adam Boyd -	$110.00/HR
Administration – Rachel Alexander -	$70.00/HR

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within Six (__6__) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

6 % per annum

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

4.0%

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

4.0%

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

10 % Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed 100% the standard rental rate paid at the place of the Project.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)
N/A

§ 6.1.7.1 The sum of the Cost of the Work as defined in Subparagraph 7.1 below, together with the Construction Manager's Fee, is guaranteed by the Construction Manager not to exceed any GMP Amendment, and subject only to additions approved in accordance with the Agreement and the General Conditions, including any amendments thereto, made a part hereof. Such maximum sum as adjusted by approved changes in the Work is referred to herein as the adjusted Guaranteed Maximum Price. Any costs or expenses that cause the adjusted Guaranteed Maximum Price to be exceeded shall be the sole responsibility of and paid by the Construction Manager without reimbursement by the Owner.

§ 6.1.7.2 Any cost savings shall accrue to the benefit of the Owner. The Construction Manager is not entitled to any bonus or incentive under this Agreement.

§ 6.2 Guaranteed Maximum Price
The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

§ 6.2.1 Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

§ 6.2.2 POTENTIALLY PRICE-IMPACTED MATERIAL. Certain markets providing essential materials to the Project are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price of materials required for construction of the Project. This Section provides for a fair allocation of the risk of such market conditions between the Owner and the Construction Manager.

.1 BASELINE PRICE. The Construction Manager's Guaranteed Maximum Price will be based upon market prices for materials as of the date of the Guaranteed Maximum Price Amendment ("Baseline Price").

.2 ADJUSTMENT IN BASELINE PRICE. If during the course of the Project any materials required for construction of the Project experience an increase in their Baseline Price by more than five percent (5%), the Construction Manager may notify the Owner in writing, no later than ten (10) days from the date the materials are ordered, stating the basis for an equitable adjustment to the Guaranteed Maximum Price, pursuant to Article 7 of the General Conditions, and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for any material price escalation shall not include any amount for overhead and profit. In the event of an increase in any material prices, the Guaranteed Maximum Price shall be equitably adjusted to reflect such increase, but only: (a) to the extent the price of such materials exceeds one-hundred-five percent (105%) of the Baseline Price at the time the GMP Amendment was executed; and (b) for those materials ordered on, after, or within the 10 days preceding the date on which written notice of the adjustment in material prices is given.

.3 No adjustment shall be made for any quantities of materials scheduled for delivery under the terms of the Agreement more than 10 days prior to the date on which written notice of the adjustment market price is given.

.4 Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

.5 Compensation for any material escalation shall not be duplicated in any contingency amounts established under the terms of the Agreement.

.6 All adjustments in Baseline Price must be approved by the Owner in writing.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. All such changes under this provision to the scope of the project, contract time or overall budget shall be subject to the approval of the Owner's Board of Commissioners prior to the time the work is performed.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto, or as otherwise provided in the Contract Documents.

§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," including any amendments thereto, and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, including any amendments thereto, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 6.3.5 If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.

ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term "Cost of the Work" shall mean the aggregate total of all Subcontracts and Material Supply Contracts awarded for construction work in connection with the Project and any general conditions of the Construction Manager approved by the Owner in accordance with Article 2.2.1 above. The Cost of the Work does not include the Construction Manager's fee. All fees and costs, including the Cost of the Work, Construction Manager's fee, and any contracts awarded to the Construction Manager for construction work, shall not exceed the Guaranteed Maximum Price Amendment unless approved by the Owner in writing in accordance with the Contract Documents. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The Owner shall be deemed to have approved such costs only if the Construction Manager has provided the Owner with a written breakdown of the costs prior to incurring such costs, the approximate dollar amounts attributable thereto, and the Owner has approved such costs in writing.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

§ **7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:
(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)

Cliff Garness, Project Executive	$157.00/HR
Brooke Logan, Project Manager	$116.00/HR
Casey Roen, Project Engineer	$97.00/HR
Jeremy Miller, Senior Precon Manager	$129.00/HR
Curt Swets, Precon Manager	$107.00/HR
Trenton, Pearce, Lead Estimator	$107.00/HR
John Bales, Senior Superintendent	$120.00/HR
Greg Darling, Superintendent	$105.00/HR
Adam Boyd, Safety Coordinator	$110.00/HR
Rachel Alexander, Admin	$70.00/HR »

§ **7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

§ **7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.

§ **7.2.5** If agreed rates for labor costs, in lieu of actual costs, and are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

§ 7.3 Subcontract Costs
Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement, including (i) payments made for invoices submitted by Construction Manager for bid package work performed as a Subcontractor; and (ii) payments made directly to materials suppliers or Subcontractors of any Subcontractor in order to obtain releases of liens from such material suppliers or Subcontractors.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction
§ **7.4.1** Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ **7.4.2** Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items
§ **7.5.1** Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ **7.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand

tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

§ 7.5.4 Costs of the Construction Manager's site office, including general office equipment and supplies.

§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of bonds required by the Contract Documents that can be directly attributed to this Contract, including premiums for bonds requested by the Construction Manager with respect to any subcontractors with approval of the Owner. Costs related to insurance for the project shall be included as part of the General Conditions costs in accordance with the RFP solicitation documents with the exception of builders risk insurance (this is a separate fee outside the proposed general conditions). Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

§ 7.6.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017, including any amendments thereto or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017, including any amendments thereto. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.5 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.6 Costs of document reproductions and delivery charges.

§ 7.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.10 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, including any

amendments thereto.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or subcontractor, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, including any amendments thereto, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) Construction Manager, a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. In the event Construction Manager is awarded a bid package scope of work, with Owner's written approval, Construction Manager's compensation for the bid package work shall be on the basis of the lump sum price approved by Owner for the bid package. Construction Manager shall invoice for any such bid package work as a Subcontractor, and payment to Construction Manager by Owner for such bid package work shall be based on Construction Manager's invoices as a Subcontractor.

§ 7.9 Costs Not to Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

- **.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;
- **.2** Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;
- **.3** Expenses of the Construction Manager's principal office and offices other than the site office;
- **.4** Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;
- **.5** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;
- **.6** Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;
- **.7** Any cost not specifically and expressly described in Sections 7.1 to 7.7;
- **.8** Costs, other than costs included in Change Orders approved by the Owner that would cause the Guaranteed Maximum Price to be exceeded;
- **.9** Costs for services incurred during the Preconstruction Phase;
- **.10** Reimbursable costs not approved by the Owner; and
- **.11** Delay damages or claims or storage costs without prior written approval by the Owner, unless awarded pursuant to binding dispute resolution in accordance with Article 15 of the General Conditions.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

§ 8.3 The Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials, and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with Montana law and the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may request that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner subject to approval by the Owner which shall not be unreasonably withheld.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ten years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

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§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than forty-five (45) days after the Architect receives the Application for Payment.

§ 11.1.3.1 Progress payments are due and payable to the provisions of Section 7.1.3 above unless within twenty-one (21) days after receipt of the request by the Owner or the person designated in the contract by the Owner to receive the payment request, the Owner provides the Construction Manager with a written statement containing specific items in the request for payment that are being disapproved by the Owner or Architect. The Owner may withhold amounts of any disapproved items. The Owner shall release remaining amounts owed as soon as such items have been corrected and approved.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit such evidence required by the Owner or Architect to demonstrate that cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager; less (2)that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment if requested by the Owner with the understanding that the Construction Manager shall maintain payroll records for the Project which shall be available to the Owner. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. Prior to, or simultaneously with, the next payment cycle, Construction Manager shall furnish unconditional lien releases for each subcontractor or supplier paid under the previous payment cycle.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values and any overrun or underrun in a line item may be balanced against an overrun or underrun in another line item with written approval from the Owner, as long as the total of the schedule of values remain with the GMP. Any amounts balanced in the schedule of values may only include Costs of the Work that are reimbursable under the terms of the Contract Documents.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of

the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

- **.1** That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;
- **.2** That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and
- **.4** The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;
- **.3** Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;
- **.5** The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and
- **.6** Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

Five Percent (5%)

§ 11.1.8.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

Pre-Construction Services Fees

§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

To be discussed after the contractor achieves substantial complete on Phase 1 of the project.

§ 11.1.8.3 The retainage shall be released when the Project receives a certificate of occupancy and all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017 including any amendments thereto.

§ 11.1.10 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.11 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11.1 The Construction Manager shall develop and implement procedures for the timely review and processing of applications for payment by Subcontractors and Material Suppliers for progress and final payments.

§ 11.1.11.2 Based on the Construction Manager's observations and evaluations of each Subcontractor's and Material Supplier's application for payment, the Construction Manager shall review and certify the amounts due the respective Subcontractors and Material Suppliers and shall incorporate such certified amounts into the Application for Payment developed in accordance with this Section 11.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

§ 11.1.13 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determination at the site and on the data comprising the Subcontractor's and Material Supplier's applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager in writing. The issuance of a Certificate for Payment shall further constitute a representation that the various Subcontracts are entitled to payment in the amount certified.

§ 11.1.14 If the Owner is entitled damages or any other amounts provided in the Contract Documents, including clean-up fees, then the Owner shall be entitled to deduct such damages, amounts and fees due the Construction Manager at any time.

§ 11.1.15 The Owner shall, in accordance with sections §§ 15-50-101, 15-50-206, MCA, withhold one percent (1%) of all payments due to the Construction Manager and shall transmit that money to the Montana Department of Revenue.

§ 11.2 Final Payment

§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

- **.1** the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, including any amendments thereto, and to satisfy other requirements, if any, which extend beyond final payment;
- **.2** the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and
- **.3** a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner may at its sole discretion conduct an audit of the Cost of the Work.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017 including any amendments thereto. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

Except as may otherwise be provide herein, final payment shall be made by the Owner to the Construction Manager when (1) this Agreement has been fully performed by the Construction Manager and all Work completed by the Subcontractors and Material Suppliers, except for their respective responsibilities to (a) correct nonconforming Work as provided in AIA Document A201 and (b) satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work and General Condition Expenses have been submitted by the Construction Manager and reviewed by the Owner and/or its accountants; and (3) a final Certificate for Payment has then been issued by the Architect.

The final certificate of payment will not be issued until the punchlist is one hundred percent (100%) complete and all lien releases have been properly processed and submitted. Punchlist items incomplete following substantial completion will have retainage withheld up to 150% of the value of the work until complete. All other retainage of work complete and accepted will be released.

If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the costs for completing incomplete Work and the value of unsettled claims. The amount of Final Payment shall be subtracted by amounts the Owner disputes or refuses or withholds payment.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.

§ 11.3 Interest

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

6 % per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 Initial Decision Maker

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017 including any amendments thereto. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, including any amendments thereto, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

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§ 12.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, including any amendments thereto, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[X] Arbitration pursuant to Article 15 of AIA Document A201–2017

[X] Litigation in the 13th Judicial Yellowstone County of Montana (Yellowstone County)

[X] Other: *(Specify)*

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If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

§ 12.3 Mediation

§ 12.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be mediated as set forth herein. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, litigation or by binding dispute resolution.

§ 12.3.3 The mediator's fee and any filing fees shall be paid in equal shares by the parties to the mediation. The mediation shall be held at a place and time agreed to by the Owner and Construction Manager. In the event they cannot agree, then the mediator shall designate the place and time for the mediation. Agreements reached in mediation shall be enforceable as settlement agreements shall be filed in the _ 10th_ Judicial Yellowstone County Court of the State of Montana (Fergus County).

§ 12.3.4 Subject to any dispute resolution procedures required herein or if the parties have not otherwise resolved their claims, disputes or other matters pursuant to this Section 9.2, they may pursue enforcement of this Agreement in the __
13th Judicial Yellowstone County Court of the State of Montana (Yellowstone County).

§ 12.3.5 The Construction Manager agrees to indemnify, defend and hold harmless the Owner and its Commissioners, officers, agents, and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent that such liability damages, losses and costs are caused by the negligence, recklessness, or intentional misconduct of the Construction Manager or those for whom the Construction Manager is legally liable in rendering services under this Agreement. The Construction Manager is not obligated to defend, indemnify or hold harmless the owner, or its Commissioners, officers, agents and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Owner, anyone for whom the Owner is responsible, or any third party for whom the Construction Manager is not legally liable.

The Owner agrees to indemnify, defend and hold harmless the Construction Manager, and its members, partners, principals, shareholders and employees, from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney's fees) but only to the extent caused by the negligence, recklessness, or intentional misconduct of the Owner or those for whom the Owner is legally liable, The Owner is not obligated to defend, indemnify, or hold harmless the Construction Manager, or its members, partners, principals, shareholders and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Construction Manager, anyone for whom the Construction Manager is responsible, or any third party for whom the Owner is not

legally liable.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and only to the extent of work was actually performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, including any amendments thereto.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services to the extent of work actually performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

Under no circumstances shall any amount beyond amounts that are tied to actual work performed be paid to the Construction Manager.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination
The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201–2017, including any amendments thereto.

§ 13.2.2 Termination by the Owner for Cause
§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017 including any amendments thereto, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, including any amendments thereto, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;
.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;
.3 Subtract the aggregate of previous payments made by the Owner; and
.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, including any amendments thereto.

§ 13.2.2.2 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience
If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, including any amendments thereto, then the Owner shall pay the Construction Manager a termination fee as follows:
(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero dollars ($0)

§ 13.3 Suspension
The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 including any amendments thereto; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, including any amendments thereto, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS
§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017, including any amendments thereto. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns
§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds
§ 14.3.1 Insurance
The Construction Manager shall maintain the following insurance for all phases of the Project.

§ 14.3.1.1 Insurance
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage	Limits
Insurance in accordance with attached Insurance Exhibit	Limits in accordance with attached Insurance Exhibit

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

§ 14.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.4 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.1.5 The Construction Manager shall not cancel or reduce coverage under any policies of insurance required hereunder either before or after completion of the Work without written consent of the Owner.

§ 14.3.1.6 The carrying of insurance shall not be deemed to release the Construction Manager or in any way diminish its liability, by way of indemnity or otherwise, as assumed by it under the Contract Documents.

§ 14.3.2 Bonds

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the Contract Documents. The Construction Manager shall provide performance and payment bonds in the amount of 100% of the total contract sum.

§ 14.4 Other provisions:

§ 14.4.1 The Construction Manager shall itself comply with and shall notify in writing the various Subcontractors of their obligations to comply with §18-2-406, MCA in terms of giving preference to the employment of bona fide Montana residents in the work it performs under this Agreement and in paying the standard prevailing wage rate of wages, including travel allowance and fringe benefits, in effect and applicable to the operations that are conducted in performing the Work on this Project. The Construction Manager will properly classify its employees and ensure that the various Subcontractors properly classify their respective employees in accordance with the most recent Montana prevailing wage rates as established by the Montana Department of Labor prior to commencing operations under this Agreement. A copy of the applicable prevailing wage rates must be contained in the Project Manual and are expressly incorporated herein by reference.

§ 14.4.2 No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner or the Construction Manager shall be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of either party to insist on strict performance of any agreement, term, condition or covenant herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither

shall such failure to insist upon strict performance be deemed sufficient ground to enable either party to forgo or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

§ 14.4.3 If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provision shall be given effect in accordance with their terms.

§ 14.4.4 This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original.

§ 14.4.5 Time is of the essence, and the Construction Manager agrees to proceed with the provision of services under this Agreement with due diligence and without delay, in order to meet the Owner's schedule of construction and occupancy. It is expressly agreed and understood between the parties that the project must reach Substantial Completion no later than the date agreed to in writing by Owner and Construction Manager with the advice of the Architect.

§ 14.4.6 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the 13th Judicial Yellowstone County Court of the State of Montana (Yellowstone County).

§ 14.4.7 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on page 1 (or as changed by written notice); or by depositing such notice with the United States Postal Service, postage fully prepaid, to the person at the address set forth on page 1; by certified mail, return receipt requested; or to such other address as either party may later designate in writing. Any notice given by mail as herein provided shall be deemed given when deposited in the United States Mail;

§ 11.8 The Construction Manager shall not allow any liens to be filed against the Owner relating to the Work to be performed or labor or materials to be furnished under the Contract Documents. The Construction Manager shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed or labor or materials to be furnished under the Contract Documents. Neither Final Payment by the Owner nor acceptance of the Work shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Construction manager shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and reasonable attorneys' fees.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 15.2 The following documents comprise the Agreement:

- **.1** AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price
- **.2** AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed
- **.3** Exhibit D, Insurance and Bonds
- **.4** AIA Document A201™–2017, including amendments thereto, General Conditions of the Contract for Construction
- **.5** Other Exhibits:
  (Check all boxes that apply.)

  [X] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Exhibit A – Sletten Proposal RFP
Exhibit B – County Insurance Requirements

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

OWNER *(Signature)*

BY: Yellowstone County Board of County Commisioners

(Printed name and title)

CONSTRUCTION MANAGER *(Signature)*

BY: Cliff Garness

(Printed name and title)

Additions and Deletions Report for
AIA® Document A133® – 2019

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 22:21:45 MDT on 05/26/2026.

Changes to original AIA text

PAGE 1

AGREEMENT made as of the 21st day of May in the year 2026

Yellowstone County

217 North 27th Street

Billings, MT 59101

Sletten Construction Company

1000 25th Street North

PO Box 2467

Great Falls, MT 59403

Yellowstone County Courthouse Renovation

217 North 27th Street

Billings, MT 59101

A&E + SMA Design

124 North 29th Street, Suite 100

Billings, MT 59101

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1 INITIAL INFORMATION

2 GENERAL PROVISIONS

3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

4 OWNER'S RESPONSIBILITIES

5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

10 ACCOUNTING RECORDS

11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

12 DISPUTE RESOLUTION

13 TERMINATION OR SUSPENSION

14 MISCELLANEOUS PROVISIONS

15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT

EXHIBIT B INSURANCE AND BONDS

~~§ 1.1.2 The Project's physical characteristics:~~
~~*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*~~
«TBD »

TEN MILLION FIVE HUNDRED FIFTY-FIVE THOUSAND SIX HUNDRED FORTY AND NO/100 ($10,555,640.00)

.1 Design phase milestone dates, if any:

NA

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.2 Construction commencement date:

~~.3~~ Anticipated to be July 1, 2026

.3 Substantial Completion date or dates:

~~.4~~ March 30, 2027

.4 Other milestone dates:

~~§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:~~
~~*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*~~
~~§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate~~

~~the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.~~Phase 1 of this Project is – Renovation construction for 3rd Floor and 1st Floor.

N/A

Matt Kessler

Yellowstone County Purchasing

217 North 27th Street

Billings, MT 59101

Shane Swandal

Alec Pinero

Hulteng CCM

6417 Trade Center Ave

Billings, MT 59101

TBD

.1 ~~Geotechnical~~ Mechanical Engineer:

~~.2~~ N/A

.2 Civil Engineer:

~~.3~~ N/A

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.3 Other, if any:

Asbestos Abatement Consultant – Northern Industrial Hygiene

Special Inspections Testing – TBD

Commissioning Services - TBD »

Thomas Pertuit

A&E + SMA Design

124 North 29th Street, Suite 100

Billings, MT 59101

406.248.2633

Brooke Logan

Sletten Construction Company

1000 25th Street North

Great Falls, Montana 59403

406.761.7920

Per RFP submission Dated September 29, 2025

NA

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change, and~~,~~ in that event, the Owner and the Construction Manager ~~shall appropriately~~may adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation if appropriate and required as a result of any changes. The Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary~~, to accommodate material changes in the Initial Information.~~

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, Bid/Proposal (RFQ and RFP) documents, Construction Manager's proof of payment and performance and payment bonds and proof of insurance, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract and incorporated herein as if attached to this Agreement or repeated herein. Any modifications of the Contract Documents with respect to scope of the project, contract time or overall budget must be approved by Owner's Board of Commissioners. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.~~ An enumeration of the Contract Documents, other than a Modification, appears in Article 15.~~

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§ 2.1.1 The Construction Manager (or GC/CM) has been provided a copy of the Agreement Between Owner and Architect and the General Conditions of the Contract for Construction and any amendments thereto, which together are included in the contract documents. The Construction Manager acknowledges that such documents have been reviewed and understands those references to the duties and responsibilities of the Construction Manager contained therein. The Construction Manager understands and acknowledges that the Owner has decided to utilize an alternative project delivery method for the Project, which it has determined to be based on a General Contractor Construction Manager Contract between the Owner and a Construction Manager.

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents. The Construction Manager is an independent contractor of the Owner.

§ 2.3.1 For the Preconstruction Phase, ~~AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing~~

~~Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager~~the Parties acknowledge and agree that the Construction Manager will provide services for the Preconstruction Phase, (which shall run through Bidding Phase) and through the Construction Phase. The Parties agree and acknowledge that the Project may proceed with a phased or sequential bidding process and that Portion of the Project may enter Construction Phase while other portions of the Project remain in the Preconstruction Phase.

§ 2.3.2 For the Construction Phase, the ~~general conditions of the contract~~Construction Manager's responsibilities to the Owner shall be as set forth in ~~A201–2017, which document is~~this Agreement and in AIA Document A201 – 2017 "General Conditions of the Contract for Construction" and any amendments thereto which are incorporated herein by reference~~. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.~~ (hereinafter collectively referred to as "AIA Document A201"). For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceed concurrently, AIA Document A201, including any amendments thereto, shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term Contractor as used the AIA Document A201 shall mean the Construction Manager or GC/CM. Any reference to AIA Document A133-2019 in any document applicable to the Project shall mean such AIA document as modified herein. If any provisions of AIA Document A201, including any amendments thereto, are in direct conflict with any provision of this Agreement or of the Owner/Architect Agreement between the Owner and Architect with respect to this Project, the provisions of this Agreement as amended shall control.

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017, including any amendments thereto, referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1.3 Additional Pre-Construction Phase Responsibilities

Construction, or any portion of Construction, will not commence until plans and specifications have been submitted to and approved as required by the Owner and by statute and regulation and any state, local, or governing body having jurisdiction over the Project or any portion of it.

~~**§ 3.1.3.3** The~~ In reviewing the Contract Documents, Construction Manager shall ~~assist the Owner and Architect in establishing written protocols for the development, use, transmission, reliance, and exchange of digital data, including building information models for the Project~~endeavor to detect any errors, omissions, or inconsistencies in the design or other documents which affect the performance or constructability of the Work. Construction Manager shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require. It is recognized that the Construction Manager's review is made in the Construction Manager's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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§ 3.1.6.2 As the Architect progresses with the preparation of the ~~Schematic Design, Design Development and~~ Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action and acquire the Owner's approval before proceeding with any contract awards.

§ 3.1.6.3 ~~If the~~The Construction Manager and Architect ~~is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost~~

~~estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates~~shall compare their estimates at each stage and shall review portions of their estimates that are materially different from one another. Construction Manager and Architect shall determine the cause of the differences, correct any errors and reconcile their estimates. Architect and Construction Manager shall promptly notify Owner in the event they are unable to agree on a reconciliation of the estimates or if the probable construction costs exceed the Owner's construction budget, and the Construction Manager shall make recommendations for corrective action if the estimates or the final bidding and proposals are determined to be out of budget.

§ 3.1.7 As the Architect progresses with the preparation of the ~~Schematic Design, Design Development and~~ Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

~~**§ 3.1.10** If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.~~

§ 3.1.11.1 ~~If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the~~The Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval. The Construction Manager shall prepare and implement a subcontracting plan which provides for participation for qualified local businesses.

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Per RFP Submission dated September 29, 2025

The Construction Manager will, in addition to any other services set forth under Paragraph 3.1 provide the following Preconstruction services:

.1 Consult with, advise, assist, and provide recommendations to the Owner and Architect on all aspects of the planning and design of the Work at construction document phase.

.2 Provide information, estimates, and participate in decisions regarding construction materials, methods, systems, phasing, and costs to assist in determinations that are aimed at providing the highest quality building within the Owner's budget and schedule.

.3 Review in progress design documents as supplied by the Architect and provide input and advise on construction feasibility, alternative materials, and availability of materials and equipment; Review completed design documents and suggest modifications to improve completeness and clarity.

.4 Provide input regarding the current construction market bidding climate, status of key subcontract markets, etc. Recommend division of work to facilitate bidding and award of trade contracts, considering such factors as bidding climate, improving or accelerating construction completion, minimizing trade jurisdictional disputes, and related issues.

.5 Develop and continuously monitor the Project schedule and recommend adjustments in the design documents or construction bid packaging to ensure completion of the Project in the most expeditious manner possible, while addressing and meeting schedule requirements.

.6 Prepare construction cost estimates for the Project at appropriate times throughout the design phases of the work; Notify the Owner and Architect immediately if the provided construction cost estimates appear to be exceeding the Owners' budget.

.7 Attend meetings of the Board of Commissioners, at the Construction Documents, Bidding Phase, Construction Phase or Phases as coordinated with the Owner and Architect. The Construction Manager shall report to the Owner's Board of Commissioners, at the Owner's request, information regarding the Work performed.

.8 Assist the Architect to the extent requested by the Architect within the areas of responsibility of the Construction Manager in the submission of the Construction Documents to the specific state and local agencies having jurisdiction over the Project, including but not limited to review under §20-6-622, MCA and in securing written approval from those agencies.

.9 With the assistance of the Owner and the Architect determine the number and nature of the bid packages to be placed for bid, open the bid on behalf of the Owner using a process determined by the Construction Manager and following a review of the bids conducted with the Architect and a representative of the Owner, at the Owner's request, prepare a written bid analysis and recommendation for the award of the bid for presentation to the Owner, along with supporting documentation.

.10 The Construction Manager with the assistance of the Architect shall prepare the advertisements for bids, as well as the necessary forms, record of bidders, plan deposits, proposals and other bidding and construction documents prior to distribution to prospective bidders. The Construction Manager shall also work with the Architect to ensure that the bid specifications and Construction Documents contain the provisions required by Montana law, including but not limited to prevailing wages (18-2-403 and 18-2-422, MCA; ARM 24.16.9005), resident hiring preference (18-2-403, MCA), nondiscrimination (49-3-207, MCA), provisions required by Montana and federal law for public contracting as well as any laws or regulations imposed by local authorities.

§ 3.2.1 ~~At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2~~When the Architect has fully completed the plans and specifications for the Work and has the necessary governmental and other approvals, and following any ensuing bidding phase, the Construction Manager shall propose, in writing, a guaranteed maximum price (GMP), which shall include, among other items specified in the agreement (1) the sum of all of the awarded contracts for the Work and the Construction Manager's proposed reimbursable costs for any construction items or activities not included in the awarded contracts (Cost of the Work) and (2) the Construction Manager's fee. Such reimbursable costs must be approved by the Owner, and the Owner shall have the right to pay any fixed costs directly where feasible, thereby reducing the overall GMP. If the GMP proposal exceeds the Construction Manager's most recent approved cost estimate relating to any portion of the construction work, at the request of the Owner, the Construction Manager (at no additional cost to the Owner) shall work with the Architect to bring the Project within the approved cost estimate. The Construction Manager's fee will be established by agreement between the Owner and Construction Manager in accordance with this section and Article 6 as amended.

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§ 3.2.1.1 Other than any subcontracts for portions of the work approved by the Owner prior to the establishment of the GMP, if the proposed GMP is acceptable to the Owner, the Owner shall, within fourteen (14) working days, approve the GMP in writing and issue a notice to proceed to Construction Manager indicating its approval of the GMP. The GMP shall be set forth in Exhibit A hereto. Bids for the construction work will then be formally awarded by the Construction Manager to the bidder selected by the Construction Manager subject to prior approval of the Owner. Any bids for construction work for which the Construction Manager is also a bidder must be reviewed by the Owner and the Architect, and the selection shall be made by the Owner with the Architect's advice.

.1 — A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 — A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 — A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 — The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 — A date by which the Owner must accept the Guaranteed Maximum Price.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the Construction Manager shall include a contingency for the Construction Manager's exclusive use to cover those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order. Construction Manager's contingency, which is a sum established by Construction Manager, approved by the Owner and Architect to cover additional development of plans and specifications and unforeseen costs which are properly reimbursable as Cost of the Work but which are not the basis for a Change Order or are not a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. The contingency may be used by Construction Manager with written approval from the Owner and Architect for such reasons as scope gap, costs to expedite materials or accelerate performance to make up for delays that are the responsibility of Construction Manager, unforeseen general conditions expense, subcontractor buy-out errors by Construction Manager, subcontractor default, liens, or other reason or cause unrelated to a Change in the Work or unrelated to an event for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement. Construction Manager will not be required to use its contingency for items that are the basis for a Change Order or for a cost for which Construction Manager is entitled to an equitable adjustment to the GMP under this Agreement, including (without limitation) Owner-directed changes, insufficient coordination of or deficiencies in design documents, unforeseen or differing site conditions, price escalation including tariffs, delay events beyond the control of Construction Manager (per § 8.3.1), increased costs due to epidemics/pandemics, increased costs due to a declared state of emergency, and failure of subcontractors or suppliers to honor quotes during the buy-out process. Any contingency remaining at the end of the Project shall be returned to the Owner. Notwithstanding the foregoing, the contingency cannot be used to pay or reimburse Construction Manager for costs or expenses which Construction Manager is required to pay without reimbursement under the Contract Documents or for which Construction Manager is liable under the terms of the Contract Documents due to the fault, negligence, or default of the Construction Manager, Subcontractors, suppliers or anyone for whose acts any of them may be liable.

§ 3.2.6 If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price by Owner's Board of Commissioners at a duly-called Board meeting, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The Construction Manager shall be allowed a maximum of five (5) business days from notice of acceptance of a Guaranteed Maximum Price to obtain the required bond form and insurance certificates, policies and endorsements and return the same to Architect for review and transmittal to the Owner for the Owner's final review.

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§ 3.2.9 The Construction Manager shall include in the Guaranteed Maximum Price all applicable sales, consumer, use and similar taxes for the Work provided by the Construction Manager that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed. The Guaranteed Maximum Price shall not include in the Cost of the Work any taxes from which the Owner is exempt.

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase~~.~~ which shall be established by the Owner's issuance of a Notice to Proceed which included a date for the commencement of construction, or approval by the Owner of a construction schedule established by the Construction Manager in consultation with the Owner and Architect.

§ 3.3.1.2 The Construction Phase shall commence upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager~~, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment~~. Notwithstanding the foregoing, the Construction Phase cannot commence, and no construction services may be performed, until the Payment and Performance bonds and the Construction Manager's insurance,

required by the Contract Documents, have been provided by Construction Manager and approved by Owner.

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings without additional cost to the owner to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner. The Construction Manager shall maintain at the Work site, and make available for viewing by Architect and Owner, record Drawings for the Project on which the Construction Manager has noted, in a timely manner, all deviations in the Work as performed from the Drawings provided by the Architect for the Project.

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§3.3.2.6 The Construction Manager shall, on behalf of the Owner, execute and enter into all contracts with Subcontractors and shall ensure that the contracts contain all provisions required by law, including, but not limited to, compliance with provisions addressing prevailing wages (18-2-403, 422 MCA); Montana residential preferences (18-2-403, MCA), nondiscrimination (49-3-207, MCA), maintenance of records requirements (18-2-406, and 422, MCA, as amended). The Construction Manager will conform to the provisions of §15-50-206, MCA, requiring the withholding of 1% of all payments due the Subcontractors or work it self-performs. For each contract, the Construction Manager will file the necessary forms, including the Form PC-1 and related forms, with the Montana Department of Revenue containing the information set forth in ARM 42.3 1.2121, within 10 days of the award of the contract. The Construction Manager will provide copies to the Owner upon request of all filings and transmittals made with or to the Department of Revenue in fulfillment of its obligations under this provision.

§3.3.2.7 The Construction Manager shall maintain the Project construction schedule incorporating the activities of the Subcontractors on the Project, including activity sequences and durations, allocation of labor and materials, and delivery of products requiring long-lead time and procurement. The Construction Manager shall maintain Shop Drawings, Product Data and Samples and other submittal material from the Subcontractors in a separate tabular schedule. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates that the preciously approved Project construction schedule may not be met, the Construction Manager shall recommend corrective action to the Owner and Architect.

§3.3.2.8 Consistent with the various bidding documents and utilizing information from the Subcontractors, the Construction Manager shall be responsible for coordinating the sequence of construction and the assigning of space in areas where the Subcontractors are performing Work.

§3.3.2.9 The Construction Manager shall determine in general that the Work of each Subcontractor is being performed in accordance with the requirements of the Contract Documents to guard the Owner against defects and deficiencies in the Work. As appropriate, the Construction Manager shall have the authority, upon written authorization from the Owner, to require additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. The Construction Manager, in consultation with the Architect, may reject Work that does not conform to the requirements of the Contract Documents.

§3.3.2.10 The Construction Manager shall schedule and coordinate the sequence of construction in accordance with the Contract Documents and the latest approved Project Construction schedule, as well as schedule and coordinate any outside inspections required by law so as to avoid unnecessary delays.

§3.3.2.11 The Owner shall arrange for the delivery, storage, protection and security of Owner purchased materials, systems and equipment that are part of the Project until such items are incorporated into the Project, if such materials, systems and equipment are identified in the plans and specifications.

§3.3.2.12 The Construction Manager shall review requests for changes, assist in negotiating the Subcontractor's proposals, submit recommendations to the Architect and Owner and, if they are accepted, prepare Change Orders and Construction Change Directives which incorporate the Architect's modifications to the Documents.

§3.3.2.13 In collaboration with the Architect, the Construction Manager shall establish and implement procedures for expediting the processing and approval of Shop Drawings, Product Data, Samples and other submittals. The Construction Manager shall review all Shop Drawings, Product Data, Samples and other submittals from the Subcontractors. The Construction Manager shall coordinate submittals with information contained in related documents and transmit to the Architect and Owner those that have been approved by the Construction Manager. The Construction Manager's actions shall be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner or Subcontractors.

§3.3.2.14 The Construction Manager shall maintain at the Project site for the Owner one record copy of all Contracts, Drawings, Specifications, addenda, Change orders and other Modifications, in good order and marked currently to record changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of the footings, floor levels and key site elevations prepared by a qualified surveyor or professional engineer. The Construction Manager shall make all such records and record Drawings available to the Architect for review and upon completion of the Project shall deliver them to the Owner.

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§3.3.2.15 With the Architect and the Owner's maintenance personnel, the Construction Manager shall conduct the final testing and start-up of utilities, operating systems and equipment.

§3.3.2.16 When the Construction Manager considers each Subcontractor's Work or designated portion thereof substantially complete the Construction Manager shall notify the Architect. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§3.3.2.17 The Construction Manager shall coordinate and administer the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Subcontractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in making final inspections.

§3.3.2.18 The Construction Manager shall secure and transmit to the Architect all warranties and similar submittals required by the Contract Documents for delivery to the Owner and deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment upon compliance with the requirements of the Contract Documents.

§ 4.1.3 The Owner with the assistance of the Architect and the Construction Manager shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs for the final completion of the project not included in the cost of the work, and (3) reasonable contingencies related to all of these costs. If the ~~Owner significantly increases or decreases the~~ Owner's budget ~~for the~~or Cost of the Work significantly increases or decreases, the Owner shall notify the Construction Manager and Architect. The Owner~~ and the Architect~~, in consultation with the Architect and the Construction Manager, ~~shall~~may thereafter agree to a corresponding change in the Project's scope and quality to the extent necessary. Nothing herein shall obligate the Owner to agree to an increase in the Cost of the Work or construction costs or fees.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. The Construction Manager shall be entitled to reasonably rely on the accuracy of information and services furnished by the Owner ~~but~~except to the extent the Construction Manager knows of any inaccuracy or as otherwise stated in Article 4.1.6, and shall exercise proper precautions relating to the safe performance of the Work. Notwithstanding the foregoing, the Construction Manager shall exercise proper precautions relating to the safe performance of the Work.

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§ 4.1.6 ~~If~~Documents provided by **the Owner** ~~identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement~~shall be provided for information and, if prepared by third parties, may not show the conditions at the Project site accurately. The Construction Manager shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by the Owner, the Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. The Construction Manager shall retain a third-party locate company to locate utility lines, pipes, and cables and shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work. The Owner shall promptly notify Construction Manager in the event it learns or discovers any of the documents contain any inaccuracies.

§ 4.1.7 Any additional tests, surveys, and reports reasonably requested the Construction Manager shall require the Owner's prior written approval.

§ 4.2.1 Legal Requirements. The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. The Owner is not responsible for determining and advising Architect and Construction Manager of special legal requirements relating to the Project that differ from those generally applicable to construction. The Construction Manager and Architect are responsible for retaining separate legal counsel to provide legal information and services related to their work.

The Owner shall retain an Architect to provide services, duties and responsibilities as described in ~~AIA Document B133™–2019, Standard Form of Agreement Between~~the agreement between the Owner and Architect~~, Construction Manager as Constructor Edition,~~ as amended including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed agreement between the Owner and the Architect, and any further modifications to the Architect's scope of services in the agreement.

Billed on a monthly basis at a cost and not to exceed twenty-eight thousand four hundred two and no/100 ($28,402.00

Per RFP Submission Dated September 29,2025

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Individual or Position	**Rate**
Project Executive – Cliff Garness –	$157.00/HR
Pre-Construction Manager Curt Swets –	$97.00/HR
Lead Estimator Trenton Pearce -	$97.00/HR
Project Manager – Brooke Logan -	$116.00/HR
Senior Preconstruction Manager – Jeremy Miller -	$129.00/HR
Senior Superintendent – John Bales -	$120.00/HR
Superintendent – Greg Darling	$105.00/HR
MEP Coordinator – Lisa Lewis -	$107.00/HR
Safety Coordinator – Adam Boyd -	$110.00/HR
Administration – Rachel Alexander -	$70.00/HR

§ 5.1.3 If the Preconstruction Phase services covered by this Agreement have not been completed within ~~(~~ Six (6) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.

§ 5.2.2 Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid ~~(~~ forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.

~~%~~ 6 % per annum

4.0%

4.0%

10 % Overhead and 5% Profit

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (%) of~~100% the standard rental rate paid at the place of the Project.

N/A

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N/A

§ 6.1.7.1 The sum of the Cost of the Work as defined in Subparagraph 7.1 below, together with the Construction Manager's Fee, is guaranteed by the Construction Manager not to exceed any GMP Amendment, and subject only to additions approved in accordance with the Agreement and the General Conditions, including any amendments thereto, made a part hereof. Such maximum sum as adjusted by approved changes in the Work is referred to herein as the adjusted Guaranteed Maximum Price. Any costs or expenses that cause the adjusted Guaranteed Maximum Price to be exceeded shall be the sole responsibility of and paid by the Construction Manager without reimbursement by the Owner.

§ 6.1.7.2 Any cost savings shall accrue to the benefit of the Owner. The Construction Manager is not entitled to any bonus or incentive under this Agreement.

§ 6.2.1 Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price.

§ 6.2.2 POTENTIALLY PRICE-IMPACTED MATERIAL. Certain markets providing essential materials to the Project are expected to experience significant, industry-wide economic fluctuation during the performance of this Agreement that may impact price of materials required for construction of the Project. This Section provides for a fair allocation of the risk of such market conditions between the Owner and the Construction Manager.

.1 BASELINE PRICE. The Construction Manager's Guaranteed Maximum Price will be based upon market prices for materials as of the date of the Guaranteed Maximum Price Amendment ("Baseline Price").

.2 ADJUSTMENT IN BASELINE PRICE. If during the course of the Project any materials required for construction of the Project experience an increase in their Baseline Price by more than five percent (5%), the Construction Manager may notify the Owner in writing, no later than ten (10) days from the date the materials are ordered, stating the basis for an equitable adjustment to the Guaranteed Maximum Price, pursuant to Article 7 of the General Conditions, and shall provide appropriate documentation substantiating such adjustment. An adjustment in the pricing for any material price escalation shall not include any amount for overhead and profit. In the event of an increase in any material prices, the Guaranteed Maximum Price shall be equitably adjusted to reflect such increase, but only: (a) to the extent the price of such materials exceeds one-hundred-five percent (105%) of the Baseline Price at the time the GMP Amendment was executed; and (b) for those materials ordered on, after, or within the 10 days preceding the date on which written notice of the adjustment in material prices is given.

.3 No adjustment shall be made for any quantities of materials scheduled for delivery under the terms of the Agreement more than 10 days prior to the date on which written notice of the adjustment market price is given.

.4 Payment, if any, for an adjustment shall be made in accordance with the terms of the Agreement.

.5 Compensation for any material escalation shall not be duplicated in any contingency amounts established under the terms of the Agreement.

.6 All adjustments in Baseline Price must be approved by the Owner in writing.

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work. All such changes under this provision to the scope of the project, contract time or overall budget shall be subject to the approval of the Owner's Board of Commissioners prior to the time the work is performed.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction, including any amendments thereto, or as otherwise provided in the Contract Documents.

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§ 6.3.3 Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," including any amendments thereto, and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

§ 6.3.4 In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017, including any amendments thereto, shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.

§ 7.1.1 The term "Cost of the Work" shall mean ~~costs necessarily incurred by the Construction Manager in the proper performance of the Work~~the aggregate total of all Subcontracts and Material Supply Contracts awarded for construction work in connection with the Project and any general conditions of the Construction Manager approved by the Owner in accordance with Article 2.2.1 above. The Cost of the Work does not include the Construction Manager's fee. All fees and costs, including the Cost of the Work, Construction Manager's fee, and any contracts awarded to the Construction Manager for construction work, shall not exceed the Guaranteed Maximum Price Amendment unless approved by the Owner in writing in accordance with the Contract Documents. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost. The Owner shall be deemed to have approved such costs only if the Construction Manager has provided the Owner with a written breakdown of the costs prior to incurring such costs, the approximate dollar amounts attributable thereto, and the Owner has approved such costs in writing.

Cliff Garness, Project Executive	$157.00/HR
Brooke Logan, Project Manager	$116.00/HR
Casey Roen, Project Engineer	$97.00/HR
Jeremy Miller, Senior Precon Manager	$129.00/HR
Curt Swets, Precon Manager	$107.00/HR
Trenton, Pearce, Lead Estimator	$107.00/HR

John Bales, Senior Superintendent	$120.00/HR
Greg Darling, Superintendent	$105.00/HR
Adam Boyd, Safety Coordinator	$110.00/HR
Rachel Alexander, Admin	$70.00/HR »

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§ 7.2.5 If agreed rates for labor costs, in lieu of actual costs, and are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement, including (i) payments made for invoices submitted by Construction Manager for bid package work performed as a Subcontractor; and (ii) payments made directly to materials suppliers or Subcontractors of any Subcontractor in order to obtain releases of liens from such material suppliers or Subcontractors.

§ 7.6.1 Premiums for that portion of ~~insurance and~~ bonds required by the Contract Documents that can be directly attributed to this Contract~~.~~

~~**§ 7.6.1.1** Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.~~

~~**§ 7.6.1.2** Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior approval.~~

~~**§ 7.6.2** Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and for which the Construction Manager is liable~~, including premiums for bonds requested by the Construction Manager with respect to any subcontractors with approval of the Owner. Costs related to insurance for the project shall be included as part of the General Conditions costs in accordance with the RFP solicitation documents with the exception of builders risk insurance (this is a separate fee outside the proposed general conditions). Self-insurance for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

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§ 7.6.~~3~~2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.~~4~~3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017, including any amendments thereto or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.~~5~~4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.~~5~~4.1 The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017, including any amendments thereto. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.

§ 7.6.~~6~~5 Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.

§ 7.6.~~7~~6 Costs of document reproductions and delivery charges.

§ 7.6.~~8~~7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.

§ 7.6.9 ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~§ 7.6.10 Expenses~~Subject to the Owner's prior approval, expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.

§ 7.6.~~11~~10 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017, including any amendments thereto.

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager or subcontractor, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017, including any amendments thereto, or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) Construction Manager, a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

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§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9. In the event Construction Manager is awarded a bid package scope of work, with Owner's written approval, Construction Manager's compensation for the bid package work shall be on the basis of the lump sum price approved by Owner for the bid package. Construction Manager shall invoice for any such bid package work as a Subcontractor, and payment to Construction Manager by Owner for such bid package work shall be based on Construction Manager's invoices as a Subcontractor.

§ 7.9 Costs Not ~~To~~to Be Reimbursed

.1 — Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically

provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Except as provided in Section 7.7.3 of this Agreement, costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner~~,~~ that would cause the Guaranteed Maximum Price to be exceeded; ~~and~~

.9 Costs for services incurred during the Preconstruction Phase~~.~~;

.10 Reimbursable costs not approved by the Owner; and

.11 Delay damages or claims or storage costs without prior written approval by the Owner, unless awarded pursuant to binding dispute resolution in accordance with Article 15 of the General Conditions.

§ 8.3 The Construction Manager shall take advantage of all available discounts, rebates and refunds for supplies, materials, and equipment connected with the Work and which conform to the Contract Documents, which discounts, rebates, and refunds shall accrue to the benefit of the Owner.

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with Montana law and the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

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§ 9.1.1 When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may ~~require~~request that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner subject to approval by the Owner which shall not be unreasonably withheld.

§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement~~,~~ and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ~~three~~ten years after final payment, or for such longer period as may be required by law.

« »

§ 11.1.3 Provided that an Application for Payment is received by the Architect not later than the 25th day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the 30th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than ~~(~~forty-five (45) days after the Architect receives the Application for Payment.

~~*(Federal, state or local laws may require payment within a certain period of time.)*~~

§ 11.1.3.1 Progress payments are due and payable to the provisions of Section 7.1.3 above unless within twenty-one (21) days after receipt of the request by the Owner or the person designated in the contract by the Owner to receive the payment request, the Owner provides the Construction Manager with a written statement containing specific items in the request for payment that are being disapproved by the Owner or Architect. The Owner may withhold amounts of any disapproved items. The Owner shall release remaining amounts owed as soon as such items have been corrected and approved.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit ~~payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other~~such evidence required by the Owner or Architect to demonstrate that ~~payments~~cash disbursements already made by the Construction Manager on account of the Cost of the Work equal or exceed (1) progress payments already received by the Construction Manager~~, plus~~; less (2)that portion of those payments attributable to the Construction Manager's Fee; plus (3) payrolls for the period covered by the present Application for Payment~~, less that portion of the progress payments attributable to the Construction Manager's Fee~~if requested by the Owner with the understanding that the Construction Manager shall maintain payroll records for the Project which shall be available to the Owner. Each Application for Payment shall also include a list, with backup data, of how each payment shall be spent, including a list detailing which subcontractors and suppliers will be paid out of funds paid by the Owner and the amount of such payments to subcontractors and suppliers, and in the next payment cycle, proof of each payment to Construction Manager's subcontractors and suppliers after payment. Prior to, or simultaneously with, the next payment cycle, Construction Manager shall furnish unconditional lien releases for each subcontractor or supplier paid under the previous payment cycle.

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§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values and any overrun or underrun in a line item may be balanced against an overrun or underrun in another line item with written approval from the Owner, as long as the total of the schedule of values remain with the GMP. Any amounts balanced in the schedule of values may only include Costs of the Work that are reimbursable under the terms of the Contract Documents.

§ 11.1.7 In accordance with AIA Document A201–2017, including any amendments thereto, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 — That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 — That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 — That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified; and

.4 — The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

.1 — The aggregate of any amounts previously paid by the Owner;

.2 — The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;

.3 — Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 — For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017, including any amendments thereto;

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.5 — The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 — Retainage withheld pursuant to Section 11.1.8.

~~*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*~~

Five Percent (5%)

Pre-Construction Services Fees

~~**§ 11.1.8.3** Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:~~

~~*(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)*~~

To be discussed after the contractor achieves substantial complete on Phase 1 of the project.

§ 11.1.8.3 The retainage shall be released when the Project receives a certificate of occupancy and all Work has been accepted by the Owner and, if required, the federal, state, and/or local authority having jurisdiction.

§ 11.1.9 If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017 including any amendments thereto.

§ 11.1.11.1 The Construction Manager shall develop and implement procedures for the timely review and processing of applications for payment by Subcontractors and Material Suppliers for progress and final payments.

§ 11.1.11.2 Based on the Construction Manager's observations and evaluations of each Subcontractor's and Material Supplier's application for payment, the Construction Manager shall review and certify the amounts due the respective Subcontractors and Material Suppliers and shall incorporate such certified amounts into the Application for Payment developed in accordance with this Section 11.

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§ 11.1.13 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's determination at the site and on the data comprising the Subcontractor's and Material Supplier's applications for payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Construction Manager in writing. The issuance of a Certificate for Payment shall further constitute a representation that the various Subcontracts are entitled to payment in the amount certified.

§ 11.1.14 If the Owner is entitled damages or any other amounts provided in the Contract Documents, including clean-up fees, then the Owner shall be entitled to deduct such damages, amounts and fees due the Construction Manager at any time.

§ 11.1.15 The Owner shall, in accordance with sections §§ 15-50-101, 15-50-206, MCA, withhold one percent (1%) of all payments due to the Construction Manager and shall transmit that money to the Montana Department of Revenue.

.1 — the Construction Manager has fully performed the Contract, except for the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, including any amendments thereto, and to satisfy other requirements, if any, which extend beyond final payment;

.2 — the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

.3 — a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner ~~shall~~may at its sole discretion conduct an audit of the Cost of the Work~~ or notify the Architect that it will not conduct an audit~~.

§ 11.2.2.2 ~~Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.~~

~~**§ 11.2.2.3**~~ If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be

entitled to request mediation of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017~~. A request for mediation shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager~~ including any amendments thereto. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

Except as may otherwise be provide herein, final payment shall be made by the Owner to the Construction Manager when (1) this Agreement has been fully performed by the Construction Manager and all Work completed by the Subcontractors and Material Suppliers, except for their respective responsibilities to (a) correct nonconforming Work as provided in AIA Document A201 and (b) satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work and General Condition Expenses have been submitted by the Construction Manager and reviewed by the Owner and/or its accountants; and (3) a final Certificate for Payment has then been issued by the Architect.

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The final certificate of payment will not be issued until the punchlist is one hundred percent (100%) complete and all lien releases have been properly processed and submitted. Punchlist items incomplete following substantial completion will have retainage withheld up to 150% of the value of the work until complete. All other retainage of work complete and accepted will be released.

If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any Final Payment to Construction Manager shall be subject to deduction for such amounts as the Architect shall determine as the costs for completing incomplete Work and the value of unsettled claims. The amount of Final Payment shall be subtracted by amounts the Owner disputes or refuses or withholds payment.

§ 11.3 Interest

~~%~~ 6 % per annum

§ 12.1.1 Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017 including any amendments thereto. However, for Claims arising from or relating to the Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.

§ 12.1.2 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, including any amendments thereto, for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

« »

« »

« »

« »

For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, including any amendments thereto, the method of binding dispute resolution shall be as follows:

[« »]—— Arbitration pursuant to Article 15 of AIA Document A201–2017

[~~]~~ « X »] Litigation in ~~a court of competent jurisdiction~~the 13th Judicial Yellowstone County of Montana (Yellowstone County)

[« »]— Other: *(Specify)*

« »

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§ 12.3 Mediation

§ 12.3.1 Any claim, dispute or other matter in question arising out of or related to this Agreement may be mediated as set forth herein. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation, litigation or by binding dispute resolution.

§ 12.3.3 The mediator's fee and any filing fees shall be paid in equal shares by the parties to the mediation. The mediation shall be held at a place and time agreed to by the Owner and Construction Manager. In the event they cannot agree, then the mediator shall designate the place and time for the mediation. Agreements reached in mediation shall be enforceable as settlement agreements shall be filed in the _10th_ Judicial Yellowstone County Court of the State of Montana (Fergus County).

§ 12.3.4 Subject to any dispute resolution procedures required herein or if the parties have not otherwise resolved their claims, disputes or other matters pursuant to this Section 9.2, they may pursue enforcement of this Agreement in the __

13th Judicial Yellowstone County Court of the State of Montana (Yellowstone County).

§ 12.3.5 The Construction Manager agrees to indemnify, defend and hold harmless the Owner and its Commissioners, officers, agents, and employees from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney fees) but only to the extent that such liability damages, losses and costs are caused by the negligence, recklessness, or intentional misconduct of the Construction Manager or those for whom the Construction Manager is legally liable in rendering services under this Agreement. The Construction Manager is not obligated to defend, indemnify or hold harmless the owner, or its Commissioners, officers, agents and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Owner, anyone for whom the Owner is responsible, or any third party for whom the Construction Manager is not legally liable.

The Owner agrees to indemnify, defend and hold harmless the Construction Manager, and its members, partners, principals, shareholders and employees, from and against any and all liability, damages, losses and costs (including, but not limited to, reasonable attorney's fees) but only to the extent caused by the negligence, recklessness, or intentional misconduct of the Owner or those for whom the Owner is legally liable. The Owner is not obligated to defend, indemnify, or hold harmless the Construction Manager, or its members, partners, principals, shareholders and employees, from liability, damages or costs caused by the acts, omissions, or misconduct of the Construction Manager, anyone for whom the Construction Manager is responsible, or any third party for whom the Owner is not legally liable.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and ~~Work~~only to the extent of work was actually performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017, including any amendments thereto.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services ~~and Work~~to the extent of work actually performed prior to receipt of a notice of termination. In no event shall the Construction Manager's compensation under this Section

exceed the compensation set forth in Section 5.1.

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.1 — Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 — Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion; and

.3 — Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

Under no circumstances shall any amount beyond amounts that are tied to actual work performed be paid to the Construction Manager.

The Contract may be terminated by the Owner, or the Construction Manager as provided in Article 14 of AIA Document A201–2017, including any amendments thereto.

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, including any amendments thereto, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017, including any amendments thereto, shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 — Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 — Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 — Subtract the aggregate of previous payments made by the Owner; and

.4 — Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017, including any amendments thereto.

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§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, including any amendments thereto, then the Owner shall pay the Construction Manager a termination fee as follows:

Zero dollars ($0)

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017 including any amendments thereto; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, including any amendments thereto, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017, including any amendments thereto. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.3.1 ~~Preconstruction Phase~~Insurance

The Construction Manager shall maintain the following insurance for ~~the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost~~all phases of the Project.

§ 14.3.1.1 ~~Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~**Insurance**

~~**§ 14.3.1.2** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

~~**§ 14.3.1.3**~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*

Coverage	**Limits**
Insurance in accordance with attached Insurance Exhibit	Limits in accordance with attached Insurance Exhibit

§ 14.3.1.2 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required~~-~~ under ~~Sections 14.3.1.1 and 14.3.1.2~~the Contract Documents, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

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§ 14.3.1.4 ~~Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit~~**3 Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 14.3.1.5 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate~~**4** The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.

§ 14.3.1.5 The Construction Manager shall not cancel or reduce coverage under any policies of insurance required hereunder either before or after completion of the Work without written consent of the Owner.

§ 14.3.1.6 ~~**Other Insurance**~~
~~*(List below any other*~~The carrying of insurance ~~*coverage to be provided by*~~shall not be deemed to release the Construction Manager ~~*and*~~or in any ~~*applicable limits.)*~~way diminish its liability, by way of indemnity or otherwise, as assumed by it under the Contract Documents.

§ 14.3.~~**1.7 Additional Insured Obligations. To the fullest extent permitted by law, the**~~**2 Bonds**

§ 14.3.2.1 The Construction Manager shall provide bonds as set forth in the Contract Documents. The Construction Manager shall ~~cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

~~§ 14.3.1.8 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1~~provide performance and payment bonds in the amount of 100% of the total contract sum.

§ 14.4 Other provisions:

§ 14.4.1 The Construction Manager shall itself comply with and shall notify in writing the various Subcontractors of their obligations to comply with §18-2-406, MCA in terms of giving preference to the employment of bona fide Montana residents in the work it performs under this Agreement and in paying the standard prevailing wage rate of wages, including travel allowance and fringe benefits, in effect and applicable to the operations that are conducted in performing the Work on this Project. The Construction Manager will properly classify its employees and ensure that the various Subcontractors properly classify their respective employees in accordance with the most recent Montana prevailing wage rates as established by the Montana Department of Labor prior to commencing operations under this Agreement. A copy of the applicable prevailing wage rates must be contained in the Project Manual and are expressly incorporated herein by reference.

§ 14.3.2 ~~Construction Phase~~

~~After execution of the Guaranteed Maximum Price Amendment, the Owner and~~**4.2** No waiver of any breach of any one of the agreements, terms, conditions or covenants of this Agreement by the Owner or the Construction Manager shall ~~purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents~~be deemed to imply or constitute a waiver of any other agreement, term, condition or covenant of this Agreement. The failure of either party to insist on strict performance of any agreement, term, condition or covenant herein set forth, shall not constitute or be construed as a waiver of the rights of either or the other thereafter to enforce any other default of such agreement, term, condition or covenant; neither shall such failure to insist upon strict performance be deemed sufficient ground to enable either party to forgo or subvert or otherwise disregard any other agreement, term, condition or covenant of this Agreement.

§ 14.3~~4.2.1 The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents~~3 If in any instance any provision hereof shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provision shall be given effect in accordance with their terms.

§ 14.4 ~~Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:~~

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~~*(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*~~

~~§ 14.5 Other provisions:~~

.4 This Agreement may be executed in several counterparts, and each such counterpart shall be deemed an original.

§ 14.4.5 Time is of the essence, and the Construction Manager agrees to proceed with the provision of services under this Agreement with due diligence and without delay, in order to meet the Owner's schedule of construction and occupancy. It is expressly agreed and understood between the parties that the project must reach Substantial Completion no later than the date agreed to in writing by Owner and Construction Manager with the advice of the Architect.

§ 14.4.6 In the event either party files suit to enforce their rights under this Agreement the prevailing party shall be entitled to recover its costs and attorney's fees from the other party, in addition to any other damages awarded by the

court. It is understood and agreed that any suit filed to interpret or enforce any of the provisions of this Agreement shall be filed in the 13th Judicial Yellowstone County Court of the State of Montana (Yellowstone County).

§ 14.4.7 Any notices required or permitted under this Agreement or which any party elects to give shall be in writing and delivered either personally to the other party's authorized agent set forth on page 1 (or as changed by written notice); or by depositing such notice with the United States Postal Service, postage fully prepaid, to the person at the address set forth on page 1; by certified mail, return receipt requested; or to such other address as either party may later designate in writing. Any notice given by mail as herein provided shall be deemed given when deposited in the United States Mail;

§ 11.8 The Construction Manager shall not allow any liens to be filed against the Owner relating to the Work to be performed or labor or materials to be furnished under the Contract Documents. The Construction Manager shall indemnify and hold the Owner harmless from all liens, or claims of rights to enforce liens, against the Owner arising out of any work to be performed or labor or materials to be furnished under the Contract Documents. Neither Final Payment by the Owner nor acceptance of the Work shall constitute a waiver of this indemnity. If any lien or claim for lien shall at any time be filed, the Construction manager shall refund to the Owner all monies the Owner may be compelled to pay in discharging the lien including all costs and reasonable attorneys' fees.

.1 — AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

.2 — AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed

~~.3 — AIA Document A133™–2019,~~

.3 Exhibit ~~B~~D, Insurance and Bonds

.4 — ___AIA Document A201™–2017, including amendments thereto, General Conditions of the Contract for-_____Construction

~~.5 — Building Information Modeling Exhibit, if completed:~~
~~.6 —~~

.5 Other Exhibits:

~~[ ] — AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

~~[ ] —~~

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.7 — Other documents, if any, listed below:

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Exhibit A – Sletten Proposal RFP

Exhibit B – County Insurance Requirements

Variable Information

PAGE 1

AGREEMENT made as of the 21st day of May in the year 2026

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Cliff Garness, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 22:21:45 MDT on 05/26/2026 under Order No. 20250099332 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ - 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

B.O.C.C Thursday Discussion 5.

Meeting Date: 06/04/2026

Title: Discussion of Interim Sheriff Nominees to Fill the Sheriff Vacancy Effective August 1, 2026.

Submitted By: Steve Williams

TOPIC:

County Attorney - Appointment of Interim Sheriff

BACKGROUND:

Sheriff Linder submitted a letter stating that he is resigning from his position as YC Sheriff effective July 31, 2026. Under Montana Code 7-4-2206 the BOCC selects an interim sheriff when a vacancy is created. This agenda item presents the opportunity for the Board to discuss possible candidates.

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion 6.

Meeting Date: 06/04/2026

Title: Lazy JX Subdivision

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Laurel Planning - Preliminary Plat of Lazy JX Subdivision

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Discuss.

Attachments

Lazy JX Subdivision

Preliminary Plat Lazy JX Subdivision

Lazy JX Application

Planning Board Minutes

Preapplication Summary

SIA of Lazy JX Subdivision

Sub Guarantee for Lazy JX Sub

CITY HALL
115 W. 1ST ST.
PUB. WORKS: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

Planning Department

INTRODUCTION

On April 8, 2026 Engineering West and Forrest Mandeville Consulting submitted a preliminary plat application on behalf of Thomas L. Altman for the Lazy JX Subdivision. The proposed subdivision would create 1 new lot and allow for proposed residential development on the parcel. The property is located Southeast of the City of Laurel and north of River Road in Yellowstone County. The property is undeveloped and is not zoned. The lot is proposed to be developed with two single-family residences. Because this parcel is currently under an agriculture covenant any change in the use of land other that agriculture purposes subjects the parcel to review and approval following procedures established for review of subdivision pursuant to section 76-3-207(2)(B), MCA. The property is not served by a public water and sewer system and therefore must be approved by the Montana DEQ. The preliminary plat must be considered by the Laurel – Yellowstone/City-County Planning Board, with the decision being made by the Yellowstone County Commission.

RECOMMENDATION

The Laurel - Yellowstone Planning Board recommends that the Yellowstone County Commissioners grant conditional approval of the preliminary plat of Lazy JX Subdivision and adopt the Findings of Fact as presented in the staff report.

PROPOSED CONDITIONS OF APPROVAL

1. To provide for the installation of private utilities, prior to final plat approval the applicant will coordinate with private utility providers for any needed easements and show them on the final plat as requested by the private utility companies.
2. Addressing for the lot after final plat approval shall conform to Yellowstone County addressing procedures.
3. Minor changes may be made in the SIA final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format. All references to the Local Governing Body in the SIA are to be Yellowstone County.
4. The final plat shall comply with all requirements of the Laurel-Yellowstone/City-County Subdivision Regulations, the changes recommended by the various City and County Departments, and the laws and Administrative Rules of the State of Montana.
5. The subdivision will need Montana DEQ approval for water and wastewater and solid waste disposal.

6. A 30-foot public road dedication shall be made for River Road.
7. Waiver of Right to Protest for creation of Special Improvements Districts shall be required for final plat.
8. A Yellowstone County Weed Management Plan shall be submitted and approved for final plat.
9. The approval shall be valid for 3 calendar years from the date of preliminary plat approval.

VARIANCES REQUESTED

N/A. None Requested.

PROCEEDURAL HISTORY

- On February 5, 2026, a pre-application meeting was held to discuss the proposal.
- The preliminary plat application was submitted April 8, 2026.
- Element and Sufficiency Review completed April 24, 2026.
- Subdivision Preliminary Plat presented to Laurel – Yellowstone /City-County Planning Board May 20, 2026.
- The preliminary plat review timeline expires on June 12, 2026.

PLAT INFORMATION

General Location:	The proposed subdivision is located on River Road
Legal Description:	Parcel 1 COS 3896 Section 24, Township 2 South, Range 24 East, P.M.M.
Engineer and Surveyor:	Engineering West/ Jeremy Eaton
Existing Zoning:	None
Existing Land Use:	Agricultural
Proposed Land Use:	Residential
Gross and Net Area:	7.01 Acres Gross
Proposed Number of Lots:	1 lot
Lot Size Max/Min:	6.93 acres net after River Road dedication
Parkland Requirements:	N/A Exempt to Parkland Dedication.

Attachments

Findings of Fact
Proposed Plat
Draft SIA
Title Report
DEQ Submittals
Preliminary Plat Application

FINDINGS OF FACT

The Laurel – Yellowstone Planning Board recommends the following Findings of Fact for the preliminary plat of Lazy JX Subdivision. These findings are based on the preliminary plat application and supplemental documents and addresses the review criteria required by the Montana Subdivision and Platting Act (76-3-608 M.C.A.) and the Laurel – Yellowstone Subdivision Regulations.

A. Primary Review Criteria 76-3-608 MCA.

1. Effect on Agriculture and Agricultural Water Users Facilities
    a. The parent tract consists of approximately 7.01 acres and is used for agricultural production of dryland hay- pasture.
    b. The tract entered an agriculture covenant on October 22, 2024 with Yellowstone County Commissioners.
    c. There are no water rights for this tract of land.
    d. Irrigation systems will not be altered by this subdivision. Irrigation ditches are on the perimeter of this subdivision and are for the benefit of other properties.
    e. The property is in an area that is experiencing suburban residential development. The property directly east of this property has a single-family home and Commercial Landscaping Company. Properties further east consist of residential subdivisions and irrigated agriculture lands located between River Road and the Yellowstone River.

There are not any anticipated adverse effects on agriculture or agricultural water users facilities.

2. Effect on Local Services
    a. The parcels being created will be served by the County Sheriff, County Roads, Laurel Fire Department, and on-site water and wastewater facilities.
    b. The Laurel Fire Department has given their acceptance of the subdivision.
    c. The extension of public utilities, phone, power, gas, etc. will be extended to lot by the developer.
    d. The parcels are located in a developing portion of Yellowstone County. Montana DEQ will need to approve the water, wastewater and storm water for the subdivision and there will be minimal impacts with respect to, streets, emergency services, schools, or mail delivery.

e. The subdivision is exempt to the provision of park land as it is the first minor subdivision from a tract of record.
f. River Road will be the access point for the 1 lot subdivision.
g. A road dedication of 30 feet is requested to allow for the existing Yellowstone County River Road.

The effect on local services is minimal.

3. Effect on the Natural Environment
   a. The lots being created will be developed with two-family residence structures. The property has floodplain and River frontage.
   b. The property surrounding the parcel being created is be used for suburban residential, agriculture or commercial purposes.

The effect on the Natural Environment is minimal.

4. Effect on Wildlife and Wildlife Habitat
   a. There are no known endangered or threatened species on the property.
   b. The new lot being created are to be developed with two houses.
   c. The property is frequented by deer, upland game birds, and geese. A Sage Grouse consult may be required as the project requires review or approval by DEQ.
   d. The SIA includes provisions related to the presence of wildlife on the property and the associated cautions related to potential for damage to landscaping.

This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the Public Health, Safety, and Welfare
   a. A portion of the property is floodplain.
   b. The water and waste water systems on the property will have to be approved by MDEQ.
   c. The property is located in the Laurel Rural Fire District and is served by the Yellowstone County Sheriff's Department.

The effect on the public health, safety and welfare is insignificant.

B. Was an Environmental Assessment Required?
First Minor Subdivisions are exempt to the requirements of preparing an Environmental Assessment. 76-3-609(2)(d)(i) M.C.A.

C. Does the subdivision conform to the City of Laurel/Yellowstone County Growth Policy?

a. **Preservation of prime agricultural lands.** The residential lot being created is relatively small and is not irrigated prime agricultural land.
b. **Housing relationship to Economy.** Different types of housing attracts various types of buyers and tenants. Different types of housing are important especially when trying to attract and retain a well-balanced workforce.
c. **Land Use Plan relationship to Housing.** Housing should be connected to jobs, schools, parks and services and should meeting needs of people and families.

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations?

The proposed subdivision is in conformance with the Laurel – Yellowstone/ City- County Subdivision Regulations. The developer and the local government have complied with the subdivision review and approval processes prescribed in the local regulations and the MSPA.

E. Does the proposed subdivision conform to all requirements of the zoning in effect?

The subject property is not part of an established zoning district and is not zoned.

F. Does the proposed plat provide easements for the location and installation of any utilities?

The necessary public and private easements exist.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and the notation of that access on the plat?

The lot in the subdivision has lot frontage to Yellowstone County's River Road.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Lazy JX Subdivision does not create any adverse impacts that warrant denial of the subdivision.
- The proposed subdivision conforms to several goals and objectives of the Laurel – Yellowstone City-County Growth Policy.
- The proposed subdivision complies with state and local subdivision regulations.
- Montana DEQ approval for the subdivision will be required prior to final plat.
- Any potential adverse impacts of the subdivision can be adequately mitigated by the imposition of conditions of approval.

RECOMMENDATION

The Laurel-Yellowstone/ City-County Planning Board met on May 20th, 2026, and hereby recommends to the Yellowstone County Commissioners that they grant conditional approval of the preliminary plat of Lazy JX Subdivision and adopt the Findings of Fact presented in this report.

The conditions of approval are as follows.

1. To provide for the installation of private utilities, prior to final plat approval the applicant will coordinate with private utility providers for any needed easements and show them on the final plat as requested by the private utility companies.
2. Addressing for the lot after final plat approval shall conform to Yellowstone County addressing procedures.
3. Minor changes may be made in the SIA final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format. All references to the Local Governing Body in the SIA are to be Yellowstone County.
4. The final plat shall comply with all requirements of the Laurel-Yellowstone/City-County Subdivision Regulations, the changes recommended by the various City and County Departments, and the laws and Administrative Rules of the State of Montana.
5. The subdivision will need Montana DEQ approval for water and wastewater and solid waste disposal.
6. A 30-foot public road dedication shall be made for River Road.
7. Waiver of Right to Protest for creation of Special Improvements Districts shall be required for final plat.
8. A Yellowstone County Weed Management Plan shall be submitted and approved for final plat.
9. The approval shall be valid for 3 calendar years from the date of preliminary plat approval.

Richard Klose 05-29-2026

Richard Klose, Laurel-Yellowstone/ City County Planning Board Chair

Preliminary Lazy JX Subdivision

Being Tract 1 of Certificate of Survey 3896, Situated in portions of Government Lot 3 of Section 24, T2S., R24E., P.M.M., Yellowstone County, Montana.

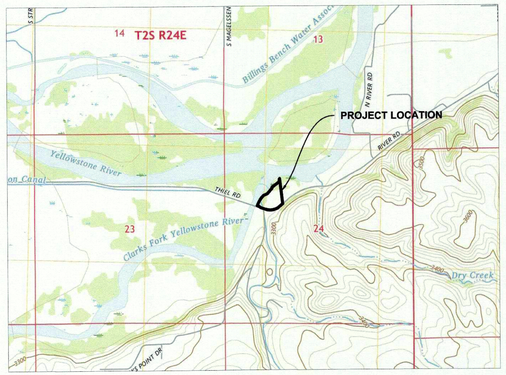
GRAPHIC SCALE
100 0 50 100
1 inch = 100 ft.

PURPOSE OF SURVEY: LIFTING AN AGRICULTURAL RESTRICTION

PREPARED FOR: CLINT ALTMAN
2131 SPRING CREEK ROAD
LAUREL, MT 59044

SURVEYOR: ENGINEERING WEST
JEREMY O. EATON, PE, LS
P.O. BOX 194
COLUMBUS, MONTANA 59019
(406) 322-1116

BASIS OF BEARING
East line of Certificate of Survey 3896



Vicinity Map
Scale 1"=2,000' approximate

PROPERTY OWNER'S CERTIFICATIONS

I, the undersigned landowner, do hereby certify that I have caused, subdivided and platted into lots, as shown by the plat hereunto included, the perimeter boundary of which is described as follows: That portion of Government Lot 3 of Section 24, T.2S., R.24E. P.M.M., Yellowstone County Montana described as Tract 1 of Certificate of Survey 3896. Containing 6.93 acres according to the attached plat. Subject to easements and/or rights-of-way of record.

Legal and physical access is provided pursuant to 76-3-608(3)(d) MCA.

The above described tract of land to be known and designated as "LAZY JX SUBDIVISION", and the lands included in all roadways are hereby granted and donated to the use of the public forever. Unless specifically listed herein, the lands included in all roadways shown dedicated to the public are accepted for public use.

_____
Thomas L. Altman

NOTARY: State of _____ County of _____

Signed before me on _____

By Thomas L. Altman

_____(Notary signature)

_____(Notary printed)

Notary public for the state of _____

Residing at _____(City/town of residence)

My commission expires _____

LEGEND

- Found 1-1/4" yellow plastic cap (YPC) by RLS
- Found 1-1/4" yellow plastic cap (YPC) by SS&G
- Found 1-1/4" yellow plastic cap (YPC) by KLJ
- (R) Record per Certificate of Survey No. 3896
- Calculated position, nothing found, nothing set

HEALTH DEPARTMENT APPROVAL:
The plat has been approved for recording by RiverStone Health.

_____
Yellowstone County Health Department Date
RiverStone Health

CLERK AND RECORDER:

CERTIFICATE OF COUNTY DEPUTY TREASURER:
I, hereby certify, pursuant to Section 76-3-207(3), MCA, that all real property taxes and special assessments assessed and levied on the land to be divided have been paid.

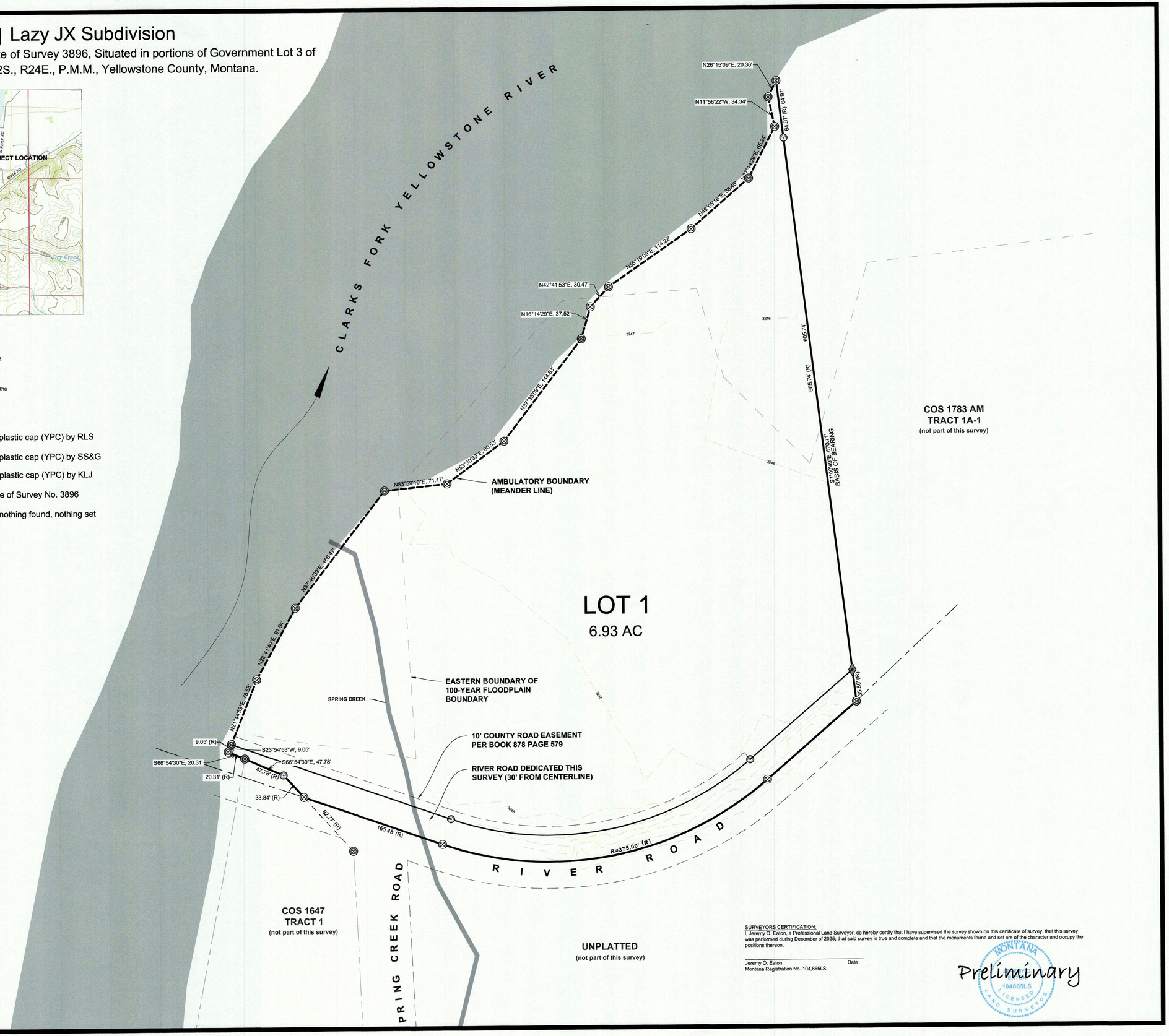
_____
Yellowstone County Deputy Treasurer Date

STATE OF MONTANA)
:ss
County of Yellowstone)

This plat has been approved for filing by the Yellowstone County board of Planning and conforms to the recommendations of this board.

_____ _____ _____
Date President

_____
Executive Secretary



SURVEYORS CERTIFICATION:
I, Jeremy O. Eaton, a Professional Land Surveyor, do hereby certify that I have supervised the survey shown on this certificate of survey, that this survey was performed during December of 2025; that said survey is true and complete and that the monuments found and set are of the character and occupy the positions thereon.

_____
Jeremy O. Eaton Date
Montana Registration No. 104,865LS

MONTANA 104865LS LICENSED LAND SURVEYOR

Preliminary

APPENDIX E

Preliminary Plat Application

Subdivision Name: Lazy JX Subdivision

Date of Preapplication Meeting: February 5, 2026

Type: Major _____ First Minor _X_ Subsequent Minor _____

Tax Code: 000D02928A

Location: Intersection of Thiel, Spring Creek, and River Roads, on the east side of the bridge.

Legal Description: Tract 1, COS 3896, Section 24, T 2S, R 24E

¼ Section: NE4 Section 24, Township: **2S**, Range: **24E**

General Location:

River Road, north of the intersection with Spring Creek Road, on east side of bridge.

Subdivider Information:

Name (Include a list of officers if corporation):

Thomas L Altman

Address: **2135 Spring Creek Rd, Laurel, MT 59044**

Telephone: _____ E-mail:

Owner Information:

Name: **Same as Subdivider**

Address:

Telephone: _____ Email:

Plat Data:

Gross Area: **7.01 acres**

Net Area: **6.93 acres**

Number of Lots: **1**

Maximum Lot Size: **6.93 acres**

Minimum Lot Size: **6.93 acres**

Linear Feet of Streets: **640 feet**

Existing Zoning: **None**

Surrounding Zoning: **None**

North:

South:

East:

West:

Existing Land Use: **Vacant/Agricultural**

Proposed Land Use: **Residential**

Parkland Requirement: None required for a minor subdivision

Land: _____ Acres: _____

Cash: _____ Cash: $ _____

Variances Requested (list and attach Variance Request): None Requested

1.

2.

3.

Service Providers for Proposed Subdivision

Gas:

Electric: **Yellowstone Valley Electric Coop**

Telephone:

School (Elementary, Middle, High): **Laurel**

Irrigation District:

Cable Television:

List of Materials Submitted with Application

1. **Preliminary Plat**
2. **Water/Wastewater Information**
3. **Summary of Probable Impacts**
4. **Adjacent Property Owner Information**
5. **Subdivision Guarantee**
6. **Subdivision Improvements Agreement**

Agent Information

Name: **Engineering West**	**Forrest Mandeville Consulting**
Address: **PO Box 194, Columbus, MT 59019**	**PO Box 337, Columbus, MT 59019**
Telephone: **406-322-1116**	**406-690-1933**

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, is true and correct.

Owner of Record Date

Owner Under Contract Date

The submission of a preliminary plat application constitutes a grant of permission by the subdivider to enter the subject property.

(Ord. 07-01 (part), 2007)

MINUTES
CITY OF LAUREL
CITY/COUNTY PLANNING BOARD
WEDNESDAY, MAY 20, 2026

A City/County Planning board meeting was held in Council Chambers and called to order by County chair Richard Klose at 6:00 pm on May 20, 2026.

Board Members Present:

_X_ Tom Canape	_X__ Richard Herr	_X_ Paul Thomae
_X_ Ron Benner	_X_ Richard Klose	_X_ Mike Waters
___ Judy Goldsby	_X_ Jonathan Klasna	

Others Present:

Amber Hatton – Deputy Clerk Treasurer
Forrest Sanderson – Contract Planner
Kelly Gauslow – Accounts Payable
Brent Moore – Interstate Engineering
Shawn Baker – Love's Travel Center
Forrest Mandeville – Lazy JX Subdivision

Public Input: *Citizens may address the committee regarding any item of business that is not on the agenda. The duration for an individual speaking under Public Input is limited to three minutes. While all comments are welcome, the committee will not take action on any item not on the agenda.*

None

Disclosure of Ex Parte Communication - None

Public Hearing

1. **Love's RV Park Conditional Use Permit –**
   Chair Klose opened the public hearing and asked staff to present.
   Kurt Markegard presented Conditional Use Permit Report CUP-26-01 Loves's Travel Stops & Country Stores RV Park- Highway Commercial District. See attached.
   Chair Klose opened the public hearing for questions. Shawn Baker with Loves was present to answer questions. Shawn informed the board that there are currently 6 RV spots and they would like to expand to a 24-lot RV park.

   Laura Kirschenmann, 939 W 4th St, asked if the RV park would meet the water supply demands.

Chair Klose asked three (3) times if anybody was against the proposed RV park. Hearing no further comments, Chair Klose closed the public hearing.

General Items

2. **Minutes from April 15, 2026**
   Motion made by Tom Canape to approve minutes from April 15, 2026, seconded by Ron Benner. There was no public comment. Motion passed 7-0.

New Business

3. **LOVE'S RV Park Conditional Use Permit**
   Chair Klose asked Staff to present the Love's RV Park Conditional Use Permit. Kurt stated this is the same information that they just went over in the public hearing. Board asked Shawn, with Loves, to confirm this was for a 24-RV unit and not a 48 unit, that they would not put in 24 units now then come back for another 24 RV spots. Mr. Baker did confirm it was for 24-RV spots total. Board member asked if they would need additional signs as they were already maxed out for their signs. Mr. Baker stated they did not need additional signs.

   Board member stated they also noticed in the packet there was a lack of sufficient water pressure. He understood that there would be a booster station somewhere. Kurt Markegard replied once Loves develops it, they would have to meet DEQ requirements, even if you do a conditional use permit, they still need to meet public water supply issues and they would address that. One of the things that was discussed is getting a new city engineer on board to review anything going forward as far as water and sewer, and that line that's out there would have to be evaluated. Loves is taking the necessary steps by having the report done and giving it to you to review and they are prepared to try to mitigate that. They will make sure it meets DEQ standards.

   Kurt read the report prepared by JSA Civil – Technical Memorandum- See attached.

   Chair Klose asked if anybody has any questions or comments.

   Board member asked for an amendment to condition #7 to add landscaping.
   Ron Benner made a motion to approve the conditional use permit with proposed conditions and the revised number 7. Mike Waters seconded the motion. There was no public comment. Motion passes 7-0.

4. **Preliminary Plat Approval Lazy JX Subdivision**
Kurt introduced staff report for the Preliminary Plat Approval lazy JX Subdivision. See attached.

Forrest Mandeville, with Forrest Mandeville Consulting, helped put together this application and was present to answer questions. He has no issues with the findings as presented by Kurt or of any of the conditions of approval. They are willing to meet DEQ requirements. They do have an email into the weed district to make sure they have the weed plan put together per their specifications.

Board member asked "you have one lot with two houses. Why one lot with two houses and not two lots with one house each? Will the group be back to split the lot in a few years."

Mr. Mandeville explained that you still have the same impact whether it's one 2 lots with a house apiece or 1 lot with two houses, it's the same traffic. Because this was considered a minor subdivision, it doesn't require 2 entrances onto the highway. Kurt explained there are criteria in our subdivision regulations for a lot five or less, they don't have the same requirements as a major subdivision plat. Board member had concerns about if down the road, they would need to create another entrance it would interfere with drain field. Mr. Mandeville stated it would not require another entrance.

Boad member noticed a typo error on page 323, Primary Review Criteria 76-3-608 MCA under A-1-d. "No irrigation system will not be altered by this subdivision" – this should read "Irrigation system will not be altered by this subdivision." Kurt confirmed that was an error and it will be corrected.

Chair Klose asked for a recommendation to send to county commissioners.

Jon Klasna made a motion, with the proposed conditions as identified in the staff report and one edit to send to county commissioners, Tom Canape seconded the motion. Motion passes 6-0. Mike Waters, county commissioner, abstained from voting.

5. **Kick Off Meeting for MLUPA-City County Planning Board acting as the Planning Commissions for the City of Laurel**
Brent Moore, with Interstate Engineering, introduced himself as the certified planner, who will be working on the MLUPA project. He presented a slide presentation. Please see attached.

Mr. Moore stated we're starting off now here with existing conditions analysis with this kickoff meeting. We'll have online survey and interactive mapping, which is really a requirement largely of the law. We'll have a couple of community workshops, community meetings, then we'll move into land use planning, working

with your staff and the planning board, going to the city council, and then the final plan.

Their goal is to complete the planning document by the end of October and then the adoption process might go into November or December.

Brent is planning a bi-weekly meeting with Forrest Sanderson, City Contracted Planner, Kurt, and any planning board members who wish to join the meeting for discussion and updates.

Mr. Moore asked if there were any specific neighborhoods or challenges that the planning commission members are wanting to get out of this. Board member mentioned the need for bike paths, sidewalks, and the need for connectivity. Traffic and for pedestrians across town because we currently don't have it and park development. Kurt mentioned that currently the Park and Tree Board is working on a project up in Cherry Hills to create an undeveloped park that was of a subdivision, and they're looking at putting in some sprinkler systems there to irrigate it to get some green space where people can go and enjoy. So that's currently underway with the Park and Tree Board committee.

Mr. Moore indicated that they want to set some clear expectations for educating the public on land use and finalize the public participation plan that meets the requirements. They were thinking of Rock the Block and maybe the Farmers Market to set up a booth to and have some activities for people to provide comments. Other key stakeholders could be the school district, the Chamber of Commerce, and the Rotary.

Forrest Mandeville, reintroduced himself, as a state senator out of Columbus. He carried the bill that established the Land Use Planning Act. He was happy to answer any questions about that. He said "there was a lot of negotiation in this bill. There were a lot of changes from the original idea compared to what ended up being adopted. It really does change the way planning occurs in the state, and there's, I think, there's some good reasons for that. We had, as you guys are aware, we have several different. We planned for zoning, annexation, and subdivision. We've talked about that several times. Those are adopted under completely different statutes in Montana Code and have been for forever. And they don't talk to each other. There's different review criteria for each of those processes. There's a separate public hearing process for each of those processes. And the land use. Planning Act is really intended to marry those up, make sure that those processes talk to each other. So those were some of the reasons behind that. I can get into specifics if you want, but I'm excited to see you all moving forward. I'm glad you have Brent on board. He definitely knows what he's doing on this, so you're in good hands with him. I'm also the chair of the Local Government Interim Committee."

Old Business - None

Other Items

6. None

Announcements

7. Date for next meeting will be June 17, 2026, at 6:00 PM.

Adjournment:

Motion by Tom Canape to adjourn the meeting, seconded by Mike Waters. There was no public comment. Motion passed 7-0.

There being no further business to come before the Board at this time, the meeting was adjourned at 7:58 PM.

Amber Hatton
Deputy Clerk Treasurer

CITY HALL
115 W. 1ST ST.
PLANNING: 628-4796
WATER OFC.: 628-7431
COURT: 628-1964
FAX 628-2241

City Of Laurel

P.O. Box 10
Laurel, Montana 59044

Office of the City Planner

Preapplication Meeting Notes
Date: February 5, 2026
RE: Lazy JK Subdivision

Meeting Attendees:
Forrest Sanderson - City of Laurel.
Mike Powell, Alyssa Quiroz, Levi Robinson, Mark English, and Ronnie Tallerico – Yellowstone County
Jeremy and Cory from Engineering West, and Forrest Mandeville Agents for the developer.

Meeting Date February 5, 2026, 9:00 am. Teams Meeting.

Lazy JK Subdivision, is a 1-lot minor subdivision located at the intersection of Thiel, Spring Creek and River Roads in Section 24, Township 2 South, Range 24 East. The subdivision is located within the Laurel City County Jurisdiction and is proposed to be served with onsite water and wastewater systems.

The project is a First Minor Subdivision of a tract of record. As a First Minor, the project is exempt to the preparation of an Environmental Assessment, the dedication of parkland, and public hearings. The review timeline for the subdivision portion of this project is 35 working days once all of the applications and supporting information have been deemed sufficient for public review. The subdivision will be presented to the Laurel - Yellowstone Planning Board and Zoning Commission and the Yellowstone County Board of County Commissioners is the governing body with jurisdiction. The applicant will be made aware of the meeting dates and times and provided a copy of any reports, findings, and recommendations in advance of the meetings.

The developer and agent were provided with a copy of the Laurel development Requirements and copies of the necessary application forms are available on the city website.

Comments, Questions, and Issues:

- The subdivision naming will need to be coordinated with the Yellowstone County Clerk and Recorders Office.
- The project appears to have adequate areas outside of the 100-Year Floodplain but would be inundated during the 500-year flood. It is requested that topographic details be provided to ensure the flooding classification and will most likely play a role in the MDEQ review of the water and wastewater systems.
- Where the subdivision does not have DEQ approval, it does not qualify for Expedited review as provided in the Laurel – Yellowstone Subdivision Regulations.
- County Public Works is requesting that an additional 30 feet of right-of-way be granted on River Road to Yellowstone County with this subdivision plat.

- County GIS requires that the plat show the lot lines to the centerline of the county road.
- The provision of water and sewer for the lot will need to be reviewed and approved by MDEQ.
- The preliminary plat and application materials per Appendix D of the Laurel – Yellowstone Subdivision Regulations are required.
- Please submit 3 paper copies and 1 electronic copy of the completed application to the City of Laurel along with fees consistent with the Yellowstone County Schedule of Fees.
- Please send 1 electronic copy of the complete application to Peaks Planning & Consulting.

SUBDIVISION IMPROVEMENTS AGREEMENT

(Lazy JX Subdivision)

Table of Contents

(Yellowstone County)

SUBDIVISION IMPROVEMENTS AGREEMENT

Lazy JX Subdivision

THIS AGREEMENT is made and entered into this ____ day of _____, 20___, by and between *Thomas L. Altman,* whose address for the purpose of this agreement is *2135 Spring Creek Road, Laurel, MT 59044*, hereinafter referred to as "Subdivider," and the **Yellowstone County**, Montana, hereinafter referred to as "County."

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the City Planning Board recommended conditional approval of a preliminary plat of *Lazy JX Subdivision*; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20__, the County Commissioners conditionally approved a preliminary plat of *Lazy JX 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 *Lazy JX 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. No variances are requested for the proposed subdivision.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built near 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. The developer has conducted a preliminary geotechnical investigation which can be used for informational purposes only, however, is not sufficient to build structures from. The City of Laurel has obtained a copy of this report and is available upon request.

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. The Subdivider and subsequent contractors/builders acknowledge that a Stormwater Pollution and Prevention Plan (SWPPP) may be required to be filed with the City and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by MDEQ.

F. Culverts and associated drainage swales shall not be filled in or altered by the Subdivider or subsequent lot owners.

G. Lot owners should be aware that portion(s) of this property lie within the floodplain/floodway, as depicted on the Flood Insurance Rate Maps (FIRM) for this area. Please be advised that special development restrictions may apply within these specified areas

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

a. Access is provided by River Road, a paved County road approximately 30-feet in width. An additional 30-feet of right of way will be dedicated as shown on the plat.

B. Sidewalks

a. No sidewalks are existing in the vicinity and none are proposed to be constructed as a part of the development of this subdivision.

C. Street Lighting

a. No street lighting is proposed within the development, however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

a. The Subdivider shall furnish and install all necessary traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and approved by the City of Laurel Public Works Department.

E. Access

a. Access to the subdivision is provided from River Road, a County road.

F. Bike or Pedestrian Trail Plans

a. No bike or pedestrian trails exist in the vicinity of the subdivision and none are proposed to be developed as part of this subdivision.

G. Public Transit

a. No location for public transit connection will be provided within the development.

IV. EMERGENCY SERVICE

The Laurel Volunteer Fire Department (LVFD) currently provides fire protection services for the subdivision.

Construction of buildings made of combustible materials shall have an adequate fire apparatus access road to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code.

At a minimum, the following is required:

a. An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.

b. The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
c. The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the Montana Standards for Subdivision Storm Water Drainage as outlined by the Montana Department of Environmental Quality (MDEQ), or its designee.

Lot owners shall be responsible for the operation and maintenance of all storm drainage facilities.

VI. UTILITIES

A. Water
Potable water shall be supplied by individual wells and shall follow the requirements in any approval(s) by the Montana Department of Environmental Quality (DEQ) and Riverstone Health.

B. Sanitary Sewer
Wastewater shall be disposed of by individual drainfields and shall follow the requirements in any approval(s) by the Montana Department of Environmental Quality (DEQ) and Riverstone Health..

C. Power, Telephone, Gas, and Cable Television
Power, natural gas, telephone, and cable will all be located within the right-of-way and utility easements as shown on the plat.

VII. PARKS/OPEN SPACE

No parkland dedication is required for a minor subdivision (76-3-621(3)(e), MCA).

VIII. IRRIGATION

No water rights are being transferred to future property owners within the subdivision.

IX. SOILS/GEOTECHNICAL STUDY

No soils/geotechnical study has been performed for this subdivision. It is the responsibility of future lot owners to ensure the appropriate base and materials are used in construction.

X. PHASING OF IMPROVEMENTS

There will be no phasing as part of this subdivision.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements with cash or by utilizing the mechanics of a special improvement district or private contracts secured by letters of credit or a letter of commitment to lend funds from a commercial lender. 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 installed as approved by the Public Works and Public Utilities Department.

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.

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

"SUBDIVIDER" *Thomas L Altman.*

By: _____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this _____ day of _____, 20___, before me, a Notary Public in and for the State of Montana, personally appeared _____, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

"COUNTY"
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

_____
Commissioner

_____
Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
: ss
County of Yellowstone)

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

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

Waiver of Right to Protest

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

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

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

Thomas L. Altman

Signed and dated this _____ day of _____, 20__.

Subdivider/Owner

_____

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, who executed the forgoing instrument and acknowledged to me that he/she executed the same.

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

_____
Notary Public in and for the State of Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____

SUBDIVISION

Issued By:

CHICAGO TITLE
INSURANCE COMPANY

Guarantee/Certificate Number:

6721250983

CHICAGO TITLE INSURANCE COMPANY
a corporation, herein called the Company

GUARANTEES

Engineering West, its successors and/or assigns as their respective interests may appear.

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

LIABILITY EXCLUSIONS AND LIMITATIONS

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

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

Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Chicago Title Company, LLC
3141 Meadow View Drive
Billings, MT 59102

Countersigned By:

Matt Hillman
Authorized Officer or Agent

ISSUING OFFICE:

Title Officer: Trevor Styles
Chicago Title Company, LLC
3141 Meadow View Drive
Billings, MT 59102
Phone: 406-238-9999 Fax: 406-245-5094
Main Phone: (406)245-3064
Email: Trevor.Styles@titlegroup.fntg.com

SCHEDULE A

Liability	Premium	Tax
$10,000.00	$200.00	$0.00

Effective Date: December 19, 2025 at 08:00 AM

The assurances referred to on the face page are:

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

That part of the Northwest Quarter of Section 24, Township 2 South, Range 24 East of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1 of Certificate of Survey No. 3896, on file in the office of the Clerk and Recorder of said County, under Document No. 4088770.

Title to said real property is vested in:

Thomas L. Altman

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

END OF SCHEDULE A

SCHEDULE B

A. Any facts, rights, interests or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession of the Land.

B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown in the Public Records.

C. Easements, claims of easements, or encumbrances which are not shown by the Public Records.

D. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

E. (a) unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters accepted under (a), (b), (c) are shown by the Public Records.

F. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records. Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

G. County road rights-of-way, not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21 M.C.A., including but not limited to any right of the public to use and occupy those certain roads and trails.

H. Mineral rights, claims or title to minerals in or under said Land, including but not limited to metals, oil, gas, coal, and other hydrocarbons, sand, gravel, or stone, and geothermal energy rights, and easement or other rights or matters relating thereto, whether express or implied, recorded or unrecorded.

I. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Paragraphs A, B, C, D, F and I will not appear as printed exceptions on extended coverage policies, except as to such parts thereof which may be typed as a Special Exception as shown below.

SPECIAL EXCEPTIONS:

1. General Taxes for the year 2025

   1st Half: $54.53, NOT PAID- DELINQUENT
   2nd Half: $54.52, DUE and will become delinquent after May 31, 2025
   Tax Account No.: D02928A

2. General County Taxes for the year 2026 and subsequent years, which are a lien but not yet due or payable.

3. The land described in the commitment/policy shall not be deemed to include any home trailer or mobile home located on the property.

4. Exceptions and reservations contained in Patents of record.

SCHEDULE B
(continued)

5. Notice of Appropriation

   Recording Date: July 19, 1919
   Recording No.: 123961

6. Notice of Appropriation

   Recording Date: December 12, 1919
   Recording No.: 129628

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

   Recording Date: July 26, 1916
   Recording No.: Book 71 Page 296

8. Notice of Water Right

   Recording Date: November 26, 1906
   Recording No.: Book L, Page 303

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

   Recording Date: July 31, 1925
   Recording No.: 195468

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

    Recording Date: July 31, 1925
    Recording No.: 195469

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

    Recording Date: April 14, 1936
    Recording No.: 308357

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

    Granted to: Yellowstone Valley Electrification Association
    Recording Date: March 3, 1939
    Recording No.: 335985

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

    Recording Date: November 8, 1955
    Recording No.: 552581

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

    Recording Date: May 23, 1956
    Recording No.: 563818

SCHEDULE B
(continued)

15. Notice of Appropriation of Water

    Recording Date: December 13, 1960
    Recording No.: 653201

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

    Recording Date: March 4, 1966
    Recording No.: 773822

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

    Granted to: Yellowstone County, Montana
    Recording Date: May 1, 1968
    Recording No.: 819749

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

    Granted to: Yellowstone County, Montana
    Recording Date: May 1, 1968
    Recording No.: 819750

19. Agricultural Classification of Lands

    Recording Date: January 11, 1974
    Recording No.: 952219

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

    Granted to: The Mountain States Telephone and Telegraph Company
    Recording Date: March 3, 1976
    Recording No.: 1010901

21. Authorization to Change Appropriation of Water Rights

    Recording Date: February 15, 1979
    Recording No.: 1119312

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

    Granted to: The Mountain States Telephone and Telegraph Company
    Recording Date: May 22, 1984
    Recording No.: 1308931

23. Easement, if any, for ditches, and any secondary easement rights and incidental purposes, in conjunction therewith.

24. Any claim arising from the difference in the mean low water mark line of the Yellowstone River and the meander line as shown by the government survey.

SCHEDULE B
(continued)

25. A portion of the Land may have been acquired by accretion or avulsion in the changes of the mean low water line of the Yellowstone River. This commitment/policy is issued and accepted upon the assumption that title to the alluvion follows that of the abutting property and liability thereon is excepted.

26. Any right, interest or easement in favor of the public which exist or are claimed to exist, over that part of said Land included within the bed and banks of the Yellowstone River, and any portage rights associated therein.

27. Any adverse claim based on the assertion that some portion of said Land is now, or at any time within, the boundaries of the Yellowstone River.

28. Any adverse claim which may be asserted by the owner, or owners, of adjacent parcels as to the apportionment of accretion.

29. The Land being artificially filled in land in what was formerly navigable waters, this policy is subject to the rights of the United States Government and/or the State of Montana, arising by reason of the United States Government's control over navigable waters in the interest of navigation and commerce, and the inalienable rights of the State of Montana in the lands and/or waters of such charter.

30. Recitals, notes, sanitary restrictions, ordinances, resolutions, easements, dedications and covenants as contained or referred to on Certificate of Survey No. 3896. Reference is hereby made to the survey for more particulars.

    Recording No.: 4088770

31. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

    Recording Date: October 28, 2024
    Recording No: 4088771

32. Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

Common address: NHN River Road, Laurel, MT 59044

Note: The only conveyance(s) affecting said Land, which recorded within 24 months of the date of this report, are as follows:

Grantor: Clint Altman duly appointed and qualified Personal Representative of the Estate of Evonne B. Altman, deceased
Grantee: Thomas L. Altman
Recording Date: April 18, 2025
Recording No: 4100509

SCHEDULE B
(continued)

Note: The Company has searched the records of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the Land, other than as excepted in Schedule B.

END OF SCHEDULE B

FIDELITY NATIONAL FINANCIAL
PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (*e.g.*, name, address, phone number, email address);
- demographic information (*e.g.*, date of birth, gender, marital status);
- identity information (*e.g.*, Social Security Number, driver's license, passport, or other government ID number);
- financial account information (*e.g.*, loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link Privacy Request, or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon:
Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Ticor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Ticor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's Privacy Request website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

Character: Excellent.
Remarks: Service: Honest and faithful. No A.W.O.L. or absence under G.O. 51 W.D. 1912 and G.O. 45, W.D. 1914.
Entitled to travel pay to Billings, Montana.
Signature of soldier: Frank L. Spicer.

$60.00 Bonus "Section 1406 of the Revenue Act of 1918, approved February 24, 1919." PAID.
Fort D. A. Russell, Wyo. Jul. 5, 1919.
Paid in full $60.00.
Basil G. Squier.
Basil G. Squier.
Major, Q.M.C.

G. R. Farmer
Commanding 1st Lieut. A.G.D.
Personnel Adjutant.

Union Ticket Office.
Jul. 5 19
Cheyenne, Wyo.
T - S.
Transportation Furnished.

Filed for record on this 19th day of July, A. D. 1919, at 9:20 o'clock A. M.

By Verne Johnson, Deputy.

F. D. Williams, County Recorder.

57

125961

EDMUND H. CORLE

TO

THE PUBLIC.

NOTICE OF APPROPRIATION.

STATE OF MONTANA, }
County of Yellowstone, } ss.

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN: That Edmund H. Corle, of Canyon Creek in said County and State, do hereby publish and declare, as a legal notice to all the world, as follows, to-wit:

I. That he did on June 12, 1919, appropriate and now has a legal right to the use, possession and control of and claim ten thousand (10000.00) miner's inches (being 200.00 cubic feet per second of time) of the waters of Clarks Fork River in said County and State, for irrigating and other purposes.

II. That the purpose for which said water is claimed, and the place of intended use is for all beneficial purposes including the supplying of power for light heat irrigation and all other purposes and for the purpose of irrigation and the place of intended use is all lands contiguous to or that can be reached by the hereinafter described ditch or the water thereof or power therefrom and for irrigating section 24, 19, 8, 4, 5, in Township 2, South of Range 24 and 25 East of the Montana Meridian.

III. That the means of diversion, with size of flume, ditch, ring or conduit by which he intends to divert the said water is as follows: A ditch [illegible] feet in depth in size, which carries and conducts ten thousand inches of water from said Clarks Fork River which said ditch diverts the water from said stream at a point upon its south bank, and runs thence in an easterly direction thence over and upon said land for mining claim.)

IV. That I appropriated and took said water on the 12th day of June, A. D. 1919, by means of said ditch.

V. That the name of the appropriator of said water Edmund H. Corle.

VI. That I, Also hereby claim said ditch and the right of way therefor, and for said water by it conveyed, or to be conveyed from said point of appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed or to be constructed, by me in appropriating, and in using said water.

VII. That I also claim the right to keep in repair and enlarge said means of water appropriation at any time, and the right to dispose of said right, water, ditch or said appurtenances in part or whole, at any time.

CLAIMING THE SAME ALL AND SINGULAR, Under any and all laws of National and State, and rulings and decisions thereunder, in the matter of water rights. [illegible]

CURTELL, the hereditaments and appurtenances thereunto belonging and appertaining, or to accrue to the same.

WITNESS my hand at Billings, Montana, this 10th day of June, 1919.

Edmund L. Jerle

STATE OF MONTANA, }
County of Yellowstone } ss.

Edmund L. Jerle being duly sworn deposes and says that he is the identical one and the appropriator and claimant of the order and water right mentioned in the foregoing notice of appropriation and claim and the person whose name is subscribed thereto as the appropriator and claimant that he knows the contents of said foregoing notice and that the matters and things therein stated are true.

Edmund L. Jerle

Subscribed and sworn to before me, this 10th day of June, 1919.

Fred S. Smith,
Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires Feb. 5, 1921.

Filed for record on this 10th day of July, A. D. 1919, at 1:00 o'clock P. M.

F. E. Williams, County Recorder.

123962

THE UNITED STATES ARMY

TO ARMY DISCHARGE.

NATHAN A. TONNY.

HONORABLY DISCHARGED FROM THE UNITED STATES ARMY

TO ALL WHOM IT MAY CONCERN:

THIS IS TO CERTIFY, That Nathan A. Tonny 1278317 Private Co. E. 136 Infantry THE UNITED STATES ARMY, as a testimonial of honest and faithful service, is hereby Honorably Discharged from the military service of the United States by reason of Paid Ind. Letter Hq. C. L. Jan. 27, 1919, Chicago, Ill.

Said Nathan A. Tonny was born in Sedalia, in the State of Missouri. When enlisted he was 30 years of age and by occupation a farmer. He had Blue eyes, Brown hair, Fair complexion, and was 5 feet 6 1/4 inches in height.

Given under my hand at S. A. C. H. 302, West Baraboo, Minn., this 23rd day of Jan, one thousand nine hundred and Nineteen.

E. L. Gentry
Lieut. Col. Med. Corps,
Commanding.

ENDORSEMENT ON D.

Name: Nathan A. Tonny Grade: Private.
Enlisted, Oct. 4, 1917, at Billings, Montana.
Service in first enlistment period of time in this corps.
Prior service: None.
Noncommissioned officer: No.
Marksmanship, gunner, qualification or rating: None.
Horsemanship: Not mounted.
Battles, engagements, skirmishes, expeditions: Severally entered south of Chemy at Ploesce
Wounds, Shrapnel Injury, Bloesche.
Incapacity of any vocation: Farmer.
Wounds received in service: None.
Physical condition when discharged: Good.
Typhoid prophylaxis completed Jan. 31, 1918.
Paratyphoid prophylaxis completed Jan. 31, 1918.
Married or single: Single.
Character: Excellent.
Remarks: Served in France Left U. S. Jan. 12, 1918 arrived [illegible] April 1, 1918 No A.W.O.L. or absence under G.O. 15/1918 Service honest and faithful. Entitled to travel allowances
Signature of soldier: Nathan A. Tonny.

A. Mackary

In Witness Thereof, I have hereunto set my hand and affixed my Official seal the day and year in this certificate first above written.

Ja North

SEAL

Notary Public for the State of Montana
Residing at Billings, Montana.
My Commission expires Sept. 23rd-1920.

Filed for record on this 8th day of December, A. D. 1919, at 2:02 o'clock P. M.

By D. G. Backhoff, Deputy. F. E. Williams, County Recorder.

129628

EDMUND H. CORLE

TO NOTICE OF APPROPRIATION

THE PUBLIC

STATE OF MONTANA,)
) ss.
County of Yellowstone)

TO ALL WHOM THESE PRESENTS MAY CONCERN:

BE IT KNOWN, That Edmund H. Corle, of Canyon Creek in said County and State, do hereby publish and declare, as a legal notice to all the world, as follows, to-wit:

1. That he did on 12th of June 191. 1919, appropriate and now has a legal right to the use, possession and control of and claim ten thousand miner's inches (being 250.00 cubic feet per second of time) of the waters of Yellowstone River in said County and State, for irrigating and other purposes.

II. That the purpose for which said water is claimed, and the place of intended use is for all beneficial purposes including the supplying of power for light, heat, transportation and all other purposes and for the purpose of irrigation and place of intended use is all lands contiguous to or can be reached by hereinafter described ditch or water thereof or power therefrom and for irrigating sections, 24, 18, 8, 4, 3, 14, 24, in township 2 south of ranges 24 and 25 East of the Montana Meridian,

III. That the means of diversion, with size of flume, ditch, pipe or aqueduct by which he intend to divert the said water is as follows: A ditch 25 feet on bottom by ten feet in depth in size, which carries and conducts ten thousand inches of water from said stream at a point upon its south bank, and runs thence easterly direction thence over and upon said land (or mining claim.)

IV. That I, appropriated and took said water on the 12th day of June A.D. 1919, by means of said ditch.

V. That the name of the appropriator of said water is Edmond H. Corle,

VI. That I, also hereby claim said ditch and the right of way therefor, and for said water by it conveyed, or to be conveyed from said point of appropriation to said land or point of final discharge, and also the right of location upon any lands of any dams, flumes, reservoirs, constructed or to be constructed by me in appropriating, and in using said water.

VII. That I, also claim the right to keep in repair and enlarge said means of water appropriation at any time, and the right to dispose of said right, water, ditch or said appurtenances in part or whole, at any time.

CLAIMING THE SAME ALL AND SINGULAR, Under any and all laws National and State, and rulings and decisions thereunder, in the matter of water rights. TOGETHER WITH ALL AND SINGULAR, The hereditaments and appurtenances thereunto belonging and appertaining, or to

accrue to the same.

WITNESS my hand at Billings, Montana, this 12th day of June, 1919.

Edmund H. Corle

STATE OF MONTANA)
) ss.
County of Yellowstone)

Edmund H. Corle having first been duly sworn, depose and say that he ... of lawful age and the appropriator and claimant of the order and water right mentioned in the foregoing notice of appropriation and claim and the person whose name is subscribed thereto as the appropriator and claimant that he knows the contents of said foregoing notice and that the matters and things therein stated are true.

Edmund H. Corle

Subscribed and sworn to before me, this 12th day of June, 1919.

Thad S. Smith,

SEAL

Notary Public for the State of Montana. Residing at Billings, Montana. My Commission expires Aug. 5, 1921.

Filed for record this 12th day of December, A.D. 1919, at 1.56 o'clock P.M.

By D. G. Backhoff, Deputy

F. E. Williams, County Recorder.

129700

MARY E. WHITE

INVENTORY OF SEPARATE PROPERTY

Inventory of Separate Property of Mary E. White, a Married Woman, Residing at Billings, Montana.

I, Mary E. White, of Billings, Montana, do hereby certify and declare as follows:

1. That I am a Resident of Billings, Yellowstone County, Montana, and am the wife of George W. White, who also resides at Billings, Montana.

2. I hereby declare that the following personal property, is my separate property, same being under the joint control of myself and husband, and located and used at Billings, Yellowstone County, Montana:

An undivided one-half interest in the equipment of the White Transfer Company, which consists of One Republic Automobile truck, One bob-sled, two large dray wagons, one small dray with stake body, two goosenecked drays, one flat back dray, one coal wagon, one extra coal wagon bed, one large bay team of horses, one sorrel team of horses, and one small black team of horses, three sets of harness, office furniture and fixtures, and lease on storage ware house located between 22nd and 23rd streets near the Montana Hotel in the City of Billings.

All of the above personal property is used in a general transfer and storage business in the City of Billings, and the office of said business is located at 3001 Montana Avenue, in said City of Billings.

3. I make this declaration to protect my rights to this property and my ownership therein, and to obtain the benefits allowed me by Sections 3700 and 3701 of the Revised Codes of Montana.

Dated at Billings, Montana, this December 13th, 1919.

Mary E. White

State of Montana
Yellowstone County)SS

On this December 13th, 1919, before me, Robert C. Stong, a Notary Public in and for

My Commission expires May [illegible], 1916.

Filed for record the 26th day of [illegible] 1916, at [illegible].

[illegible] D. Deegan, County Clerk

[illegible] Deputy.

Transcribed from Road Deeds 1, page 61, [illegible] Montana.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That [illegible] Mitchell and [illegible] of Billings of the County of Carbon, State of Montana, [illegible] consideration of the sum of Thirty 00/100 DOLLARS do hereby consent and agree to give, [illegible] do give, the right of way for said proposed road over and through the [illegible] owned by me. Said right-of-way is given by me [illegible]

A strip of land 60 feet wide [illegible] Sec 20 Tp 2 So. R. 24 E M.P.M. commencing at the [illegible]

IN WITNESS WHEREOF, [illegible] 1916,

[illegible] Mitchell

[illegible] Mitchell

STATE OF MONTANA }
County of Carbon } ss

On this [illegible] day of May [illegible] 16 before me, A. B. Cooley a Notary Public [illegible] Mitchell known to me to be the person [illegible] and she acknowledged to me that [illegible]

IN WITNESS WHEREOF, [illegible] and year for the above written.

(SEAL)

[illegible] February 24, 1917.

Filed for record the 26th day of May 1916 at [illegible].

[illegible] D. Deegan, County Clerk.

[illegible] Deputy.

Transcribed from Road Deeds 1, page 62, [illegible] Montana.

[illegible]

KNOW ALL MEN BY THESE PRESENTS, That the Elevator-Mason Investment Company of Denver, Colorado of the for and in consideration of the sum of Two Hundred and Sixty DOLLARS do hereby consent and agree to give, and by these presents do give, the right of way for said proposed road over and through Lots 3 and 4 [illegible] 2 South Range 24 East M.P.M. owned by me. Said right-of-way is given [illegible] as follows:

30 feet each side of the [illegible] a point 915 feet east of the [illegible] west corner of Section 24 Township 2 South Range 24 East M.P.M. and running thence North 1° 24' West 307 ft. thence North 40° 12' West 201 feet, thence North 14° 39' West 142 feet, thence North 21° 50' East 1616.5 thence North 1° 22' West [illegible] feet containing 4 acres.

IN WITNESS WHEREOF, I have [illegible] this 21st day of June A.D. 1916.

Company, [illegible]

the [illegible]

[illegible]

[illegible]

as Secretary [illegible]

said corporation [illegible]

[illegible]

(SEAL)

[illegible]

[illegible]

STATE OF [illegible]

County [illegible]

[illegible]

as follows, [illegible]

[illegible]

[illegible]

[illegible]

thence [illegible]

[illegible]

portion [illegible]

A. D. 1905 [illegible]

[illegible]

for said water [illegible]

land or point [illegible]

flumes, reservoirs, [illegible]

said water.

Notary Public for the State of Montana.
Residing at Billings,
My Commission expires June 4, 1926.

Filed for record this 31st day of July, A. D. 1925 at 9:02 o'clock A. M.

Verne Johnson, County Recorder

195458

J. W. DIX, ET AL
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

J. W. Dix and wife, Hattie H. Dix, and Dale C. Dix and wife, Cora J. Dix, of Laurel, Montana, in consideration of one and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5 Sec. 24 Twp 2S. R. 24 E. M. P. M.

WITNESS our hands this 2nd day of June, 1925.

J. W. Dix

Hattie H. Dix

D. C. Dix

Cora J. Dix

STATE OF MONTANA, }
County of Yellowstone. } SS

On this 2nd day of June in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State, aforesaid, personally appeared J. W. Dix, Hattie H. Dix, Dale C. Dix, Cora J. Dix, known to me to be the person.. whose name.. are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:08 o'clock A. M.

Verne Johnson, County Recorder

195469

THE VAN KLEECK-BACON INVESTMENT COMPANY
TO
THE MONTANA POWER CO.

RIGHT OF WAY EASEMENT

THE VAN KLEECK-BACON INVESTMENT CO., a corporation in consideration of one and no/100 ($1.00) Dollars, in hand paid, conveys, and warrants to The Montana Power Co. a corporation, the right to erect and maintain an electric transmission system and telephone system as now surveyed, and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5, Sec. 24. Twp 2S. R. 24E. M. P. M. providing, however, that said system shall consist of one row only of poles and not exceeding seventeen in number.

IN WITNESS WHEREOF, the Corporation grantor has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed on this 13th day of July, A. D. 1925.

Notary Public for the State of Montana.
Residing at Billings,
My Commission expires June 4, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:02 o'clock A. M.

Verne Johnson, County Recorder

195468

J. W. DIX, ET AL
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

J. W. Dix and wife, Hattie H. Dix, and Dale C. Dix and wife, Cora J. Dix, of Laurel, Montana, in consideration of one and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, as now surveyed and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5 Sec. 24 Twp 2S. R. 24 E. M. P. M.

WITNESS our hands this 2nd day of June, 1925.

J. W. Dix
Hattie H. Dix
D. C. Dix
Cora J. Dix

STATE OF MONTANA, }
County of Yellowstone. } SS

On this 2nd day of June in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State, aforesaid, personally appeared J. W. Dix, Hattie H. Dix, Dale C. Dix, Cora J. Dix, known to me to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana,
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:08 o'clock A. M.

Verne Johnson, County Recorder

195469

THE VAN KLEECK-BACON INVESTMENT COMPANY
TO
THE MONTANA POWER CO.

RIGHT OF WAY EASEMENT

THE VAN KLEECK-BACON INVESTMENT CO., a corporation in consideration of one and no/100 ($1.00) Dollars, in hand paid, conveys, and warrants to The Montana Power Co. a corporation, the right to erect and maintain an electric transmission system and telephone system as now surveyed, and located, over, along and across the following described real property, to-wit: Lots 1, 3, 4, 5, Sec. 24. Twp 2S. R. 24E. M. P. M. providing, however, that said system shall consist of one row only of poles and not exceeding seventeen in number.

IN WITNESS WHEREOF, the Corporation grantor has caused these presents to be signed in its name by its President and attested by its Secretary, and its corporate seal affixed on this 13th day of July, A. D. 1925.

The Van Kleeck-Bacon Investment Company

Attest:

By Henry Van Kleeck
Its President

Ross Bray
Secretary

STATE OF COLORADO
City & County of Denver. } SS

On this 13th day of July in the year 1925, before me Stella C. Enlow, a Notary Public in and for the State aforesaid, personally appeared Henry Van Kleeck known to me to be the President of the corporation that executed the within instrument, and acknowledged to me that such Corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

Stella C. Enlow

Notary Public Residing at Denver, Colorado.
My Commission expires March 8, 1926.

Filed for record this 31st day of July, A. D. 1925 at 9:10 o'clock A. M.

Verne Johnson, County Recorder

195470

WILLIS H. SHEETS, ET UX
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

WILLIS H. SHEETS AND NELLIE SHEETS, his wife, of Silesia, Montana, in consideration of One and no/100 ($1.00) Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone system, consisting of not more than 5 poles, as now surveyed and located over, along and across the following described real property, to-wit: S½ NW¼; NW¼SW¼ Sec. 9. Twp. 3S. Range 24 E. M. P. M.

WITNESS their hands this 9th day of July, 1925.

Willis H. Sheets

Nellie Sheets

STATE OF MONTANA.
County of Yellowstone. } SS

On this 9th day of July in the year 1925, before me, G. B. McConnell, a Notary Public in and for the State aforesaid, personally appeared Willis H. Sheets and Nellie Sheets, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal on the day and year in this certificate first above written.

G. B. McConnell

Notary Public for the State of Montana.
Residing at Butte, Montana.
My Commission expires May 16, 1928.

Filed for record this 31st day of July, A. D. 1925 at 9:12 o'clock A. M.

Verne Johnson, County Recorder.

195471

H. L. REED, ET UX
TO
THE MONTANA POWER COMPANY

RIGHT OF WAY EASEMENT

H. L. REED and LULA REED, his wife, of Los Angeles, California, in consideration of Fifty and no/100 Dollars, in hand paid, convey and warrant to The Montana Power Company, a corporation, the right to erect and maintain an electric transmission system and telephone

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

Lloyd L. Porter

Notary Public for the State of Oregon
Residing at Klamath Falls, Oregon
My Commission expires July 26, 1939.

Filed for record on this 13th day of April, A. D. 1936 at 4:28 o'clock P. M.

By E. Kuschke, Deputy. George G. Osten, County Recorder.

308557

VAN KLEECK-BACON INVESTMENT CO. AND JAMES W. DIX TO B. S. KAMP AND OTHERS — RIGHT OF WAY EASEMENT

This indenture, made the 23rd day of May, 1927, between Van Kleeck-Bacon Investment Co., a corporation, of Denver, Colorado, and James W. Dix, of Laurel, Montana, parties of the first part, and B. S. Kamp, of Laurel, Montana, E. B. Nelson, of Fromberg, Montana, and W. H. Johnston, of Billings, Montana, as administrator of the estate of Martin J. Tuscon, deceased, parties of the second part, witnesseth:

Whereas the Van Kleeck-Bacon Investment Co. of Denver, Colorado, is the owner in fee of the following described real property, to-wit:

lots one, three, four and five in section twenty-four, township two south of range twenty-four east, M. P. M., situate in Yellowstone County, Montana, and said James W. Dix has purchased said real property from said owners under contract for deed: and

Whereas a pump house and pumping plant is now built and constructed upon, and an irrigation ditch is now constructed from said pumping plant eastward across the said land, hereinbefore described, built and constructed by the parties of the second part hereto: and

Whereas the said second parties do not have or own an easement for the site and right-of way for said pumping plant and irrigation ditch upon and across the said land and premises, above described, or a right-of-way for a road over which to travel in going to and from said pumping plant and said irrigation ditch:

Now, therefore, in consideration of six Hundred Fifty ($650.00) Dollars, paid by the said parties of the second part, the receipt whereof is hereby acknowledged, the Van Kleeck-Bacon Investment Co. does hereby grant, bargain, sell and convey unto the said parties of the second part, their heirs and assigns, full and free right and authority by themselves, their servants or agents, to enter upon the land and premises hereinbefore described, and to pass and repass with vehicles and otherwise, through a gate and by a road, hereinafter designated and described, to and from the pump house or pumping plant, hereinbefore referred to, for the purpose of operating the same and for hauling supplies, to clean and repair said irrigation ditch, hereinbefore referred to, and to convey over said land from said pumping plant through said irrigation ditch, in season, water sufficient to irrigate for agricultural purposes the lands and premises hereinafter described, making good, however, to the said first parties, their representatives, successors or assigns, or the occupant or tenant upon said land, at their own cost and expense, all damage and costs which may be caused in the operation, maintainance and repair of said pumping plant and irrigation ditch or by reason of their negligence, or the negligence of any one of them , their servants or agents:

James W. Dix, purchaser under contract for deed, as aforesaid, to the extent of his interest and equity in said land and premises, does hereby grant, bargain, sell and convey unto the said second parties, in manner and form as hereinbefore set out, the easement hereinbefore conveyed by the Van Kleeck-Bacon Investment Co.

The said pump house, pumping plant and irrigation ditch shall remain where now construct

ed and located.

The road over which said grantees shall come and go to such pumping plant shall commence at the Yellowstone River immediatly west of said pump house and shall run from thence south to the public highway on the south of said land, passing through a gate in the fence along the north side of said public highway.

The grantors hereby reserve the right for themselves, their representatives, successors and assigns and for the occupant or tenant of said land and premises to take water from such irrigation ditch to irrigate any of such land susceptible of irrigation therefrom.

The lands and premises for the irrigation of which this easement is granted are owned and described as follows:

E. S. Kamp:- Lots 8 and 9 and SE¼SE¼ of Sec. 7 and NW¼NE¼ of Sec. 18, Twp. 2-S., R. 25-E., M. P. M., containing 129.2 acres, more or less.

Martin J.- 25 acres more or less lying between the canal of irrigation ditch covered

Thusen, by this easement and the original irrigation ditch constructed by Martin

Estate of, J. Thusen, meandering across lots 10, 8, 5 and 6, Sec. 18, Twp. 2-S.,

W. M. Johnston, Adm. R. 25-E., M. P. M.

E.B.Nelson - Lot 5, NW¼SW¼ and S½SW¼ of Sec. 8, Twp. 2-S., R. 25-E., M. P. M., containing 89 acres, more or less.

In witness thereof the said Van Kleeck-Bacon Investment Co. has caused these presents to be subscribed by its Vice President, attested by its secretary and its seal affixed and James W. Dix has hereunto set his hand this 23rd day of May, 1927.

Van Kleeck-Bacon Investment Co.,
By Ross Bray, Vice President.
James W. Dix

Attest
M. L. Thompson,
Secretary

SEAL

STATE OF COLORADO }
City and County of Denver } ss.

No. 4014-Tyrell Property.

I, Frances A. Westover, a Notary Public, in and for said City and County and State aforesaid, hereby certify that Ross Bray Vice President and M. L. Thompson, Secretary of The Van Kleeck-Bacon Investment Company, a corporation, to me personally known and who are personally known to me to be the persons whose names are subscribed to the annexed instrument in writing as Vice President and Secretary, respectively, of said corporation, appeared before me this day in person, and who by me being duly sworn, did acknowledge and say that: at the time of the execution of said instrument of writing, said Ross Bray was and is the Vice President and said M. L. Thompson was and is the Secretary of the said corporation, that the seal affixed to said instrument is the common and corporate seal of said corporation, and that said instrument was signed, and sealed in behalf of said corporation, by authority of its By-Laws and by authority of its Board of Directors, and that said corporation executed the same, and also severally acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and official seal this 23d day of May, A. D. 1927.

My commission expires February 14, 1928.

Frances R. Westover
Notary Public.

NOTARY SEAL

STATE OF MONTANA }
County of Yellowstone } ss.

On this 25th day of May, 1927, before me, W. L. A. Calder, a Notary Public in and for the state of Montana, personally appeared James W. Dix, known to me to be the person whose

335994
G. W. FENTON AND WIFE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

CONVEYANCE OF EASEMENT FOR RIGHT OF WAY
218 . 219

KNOW ALL MEN BY THESE PRESENTS:

That I, we G. W. Fenton and Minnie Merle Fenton his wife, of Laurel, County of Yellowstone, and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon the lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

SW¼ of Section 10, Township 2 South, Range 24 East, M.P.M., E½NE¼, SW¼NE¼, SE¼NW¼, NE¼SW¼, Lots 1-2 & 3, of Section 20, Township 2 South, Range 24 East, M.P.M.
and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet.

IN WITNESS WHEREOF, we, have hereunto subscribed our, names and seals this 3rd day of June, A.D. 1938.

Witnesses:.....

G. W. Fenton ....

Minnie Merle Fenton....
Landowners

STATE OF MONTANA,
County of Yellowstone. } ss.

On this 3rd day of June, 1938, before me, Edwin L. Fenton a Notary Public for the State of Montana, personally appeared G. W. Fenton and Minnie Merle Fenton, known to me to be the person whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Edwin L. Fenton

Notary Public for the State of Montana.
Residing at Laurel, Montana.
My Commission expires May 22, 1939.

Filed for record on this 3rd day of March, A.D. 1939, at 12:17 o'clock P.M.

By D. G. Backhoff, Deputy. George G. Osten, County Recorder.

335995

JOHN ASMUS
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

CONVEYANCE OF EASEMENT FOR RIGHT OF WAY

KNOW ALL MEN BY THESE PRESENTS:

That I, John Asmus, a single man, of Billings, County of Yellowstone, and State of Montana, in consideration of the sum of one and no/100 Dollars and other valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant, warrant and convey unto the YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose Post Office address is Huntley, Montana, and to its successors and assigns, the right, privilege and authority to enter in and upon the lands situated in the County of Yellowstone, State of Montana, and described as follows, to-wit:

Lots 1, 3, 4, and 5 of Section 24, Township 2 South, Range 24 East, M.P.M.,

and to erect, construct, operate, replace, repair and to maintain over and across said lands and in or upon all roads, streets or highways, abutting or in any way adjoining said property, an electric transmission and distribution line or system in suitable structural form for the transmission and distribution of electric current for any purpose whatsoever, including the right to trim any trees along said lines so as to keep the wires cleared at least 10 feet.

IN WITNESS WHEREOF, I have hereunto subscribed my name and seal this 21st day of December, A.D. 1938.

John Asmus .....

Witnesses:.....

Landowners

STATE OF MONTANA, }
County of Yellowstone. } ss.

On this 21st day of December, 1938, before me, the undersigned, a Notary Public for the State of Montana, personally appeared John Asmus, a single man, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

Vincent J. DeMers

(NOTARIAL SEAL) NOTARIAL SEAL

Notary Public for the State of Montana.
Residing at Huntley, Montana.
My commission expires August 19, 1940.

Filed for record on this 3rd day of March, A.D. 1939, at 12:10 o'clock P.M.

George G. Osten, County Recorder.

By D. G. Backhoff, Deputy.

335986

DAISY R. McHOLVIE
TO
YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION

ANCHOR AND GUYS-GRANTING EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That Daisy R. McHolvie, widow, (hereinafter called the "grantor") of the County of Yellowstone, State of Montana, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto YELLOWSTONE VALLEY ELECTRIFICATION ASSOCIATION, a corporation, whose postoffice address is Huntley, Montana, and to its successors or assigns, the right to enter upon the lands of the grantors situated in the County of Yellowstone, State of Montana, and described as follows:

Lot 2 in Section 3, Township 2 South, Range 25 E. M.P.M.

and

(1) To place, construct, repair, maintain, relocate and replace thereon...anchors, anchor stubs and guy wires necessary or advisable for the construction, operation, replacement, repair and maintenance, in and upon any road or highway abutting the lands above described, of an electric transmission or distribution line or system; and to cut and trim trees interfering with the placing and maintenance of said anchors, anchor stubs, and guy wires;

(2) To cut and trim trees to the extent necessary or advisable for the construction, operation, replacement, repair and maintenance, in and upon any road or highway abutting the lands above described, of an electric transmission or distribution line or system including the right to cut down, from time to time, all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The grantor covenants that she is the owner of the above described lands.

545 BK 608

WARRANTY DEED

THIS INDENTURE, made the 31st day of October, A. D. One Thousand Nine Hundred and Fifty Five, between LEO A. KAMP and TERRIE L. KAMP, husband and wife, of Laurel, Montana, parties of the first part, and JAMES E. CROMBEY, of Tucson, Arizona, and THEODORE GOSS CHAPELE, of Billings, Montana, the parties of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of One and No/100 ($1.00) Dollars, lawful money of the United States of America, and other consideration, to them in hand paid by said parties of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said parties of the second part, and to their heirs and assigns forever, the hereinafter described real estate situated in the County of Yellowstone, and State of Montana, to:wit:

Conveyed by Instr. #1.00

An easement for a right of way for the construction, erection, establishment, maintenance and repair of an irrigation ditch and pumping plant in connection therewith, commencing on the Southeasterly bank of the Yellowstone River in Lot One (1) of Section Twenty-four (24), of Township Two (2) South, of Range Twenty-four (24) East of the Montana Meridian, and running thence in an Easterly direction through and across the said Lot One (1) to the East boundary thereof, together with the right of ingress and egress from the County Road South of said Lot One (1) to the pumping site and pumping plant to be erected on the Easterly end of said right of way or easement, and together with right of way for construction, maintenance and repair of said ditch and pumping plant to be erected on said right of way covered by the above mentioned easement for right of way for said purposes.

It is understood and agreed that said pumping plant and irrigation ditch are not now erected or constructed, but that the same may be built, established and constructed at any time in the future, and that said easement will continue as long as the ditch shall be used by the parties of the second part, or by their successors or assigns, for the irrigation of lands lying Easterly from said ditch and pumping plant in Section Eighteen (18), of Township Two (2) South, of Range Twenty-five (25) East of the Montana Meridian, and other lands; and

It is further understood and agreed that said ditch so to be erected will run parallel to, and as close as practical and feasible to, the ditch now owned and operated by the parties of the first part herein, and that the pumping plant shall be placed as near as practicable to the pumping plant now on said premises owned and

operated by the parties of the first part herein, and that the right of way for ingress and egress to the said pumping plant and ditch shall be located and maintained with as little damage to the property over which said easement is to run as reasonably possible.

TOGETHER with all and singular the hereinbefore described premises, together with all tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging;

TO HAVE AND TO HOLD, all and singular the above mentioned and described premises unto the said party of the second part, and to their heirs and assigns forever.

And the said parties of the first part, and their heirs, do hereby covenant that they will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said parties of the second part, their heirs and assigns, against all acts and deeds of the said parties of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first hereinbefore written.

Leo A. Kamp (SEAL.)

Vernie L. Kamp (SEAL.)

W A R R A N T Y D E E D

THIS INDENTURE, Made the 4th day of April, A. D. One Thousand Nine Hundred and Fifty Six, between Leo A. Kamp and Vernie L. Kamp, husband and wife, of Laurel, Montana, the parties of the first part, and Geneva Jolley, of Laurel, Montana, the party of the second part, WITNESSETH:

That the said parties of the first part, for and in consideration of the sum of Six Thousand, Eight Hundred and No/100 ($6,800.00) Dollars, lawful money of the United States of America, to them in hand paid by said party of the second part, the receipt whereof is hereby acknowledged, do by these presents grant, bargain, sell, convey, warrant and confirm unto the said party of the second part, and to her heirs and assigns forever, the hereinafter described real estate situated in the County of Yellowstone, and State of Montana, to-wit:

That part of Lot 1 and that part of the Southwest quarter of the Northeast quarter (SW¼NE¼) of Section Twenty-four (24) in Township Two (2) South, Range Twenty-four (24) East of the Montana Meridian, lying North of the County Road running through said tracts; excepting and reserving therefrom an easement for a pumping plant and irrigation ditch running in a general easterly direction across said Lot One (1), together with the motors, pumps and appliances now upon said lands, conveying water for the irrigation of lands lying in Section Seven (7) and Eighteen (18), Township Two (2) South of Range Twenty-five (25) East, and other lands; together with a right of way from the County Road running through said Lot One (1) to said pumping plant and ditch, and a right of way to maintain and repair said pumping plant and ditch which said ditch and pumping plant are now upon said Lot One (1); and excepting and reserving, also, an easement for a right of way heretofore conveyed to Wreford Goss Chapple and Jane E. Crowder for the purpose of conveying water for irrigation of lands belonging to them in Section Eighteen (18), above mentioned, and other lands. And Lot Three (3) of Section Twenty-four (24), in Township 1 North of Range 24 East of the Montana Meridian, excepting therefrom that part of said Lot Three (3) heretofore conveyed to one Philpott, and that part of Lot Four (4) of Section Twenty-four (24), Township Two (2) South, Range Twenty-four (24) East, lying East of the County Road, running through said lots; and the Northeast quarter of the Southwest quarter (NE¼SW¼) of Section Twenty-four (24), in Township 2 South, of Range Twenty-four (24) East, excepting therefrom

County Roads and rights of way for irrigation ditches now upon said premises, or excepted therefrom, as hereinabove set forth; together with the pumping plant consisting of a four inch pump and a ten (10) horsepower electric motor, erected for the purpose of irrigating lands in the southerly part of Lot One (1) and the Northerly part of Lot Three (3) above mentioned, which includes pump and motor located adjoining the pumping plant hereinabove excepted from this conveyance; subject to all easements, reservations and prior recorded instruments;

Together with all and singular the hereinbefore described premises, together with all tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, right of dower and right of homestead, possession, claim, and demand whatsoever, as well in law as in equity, of the said parties of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances thereto belonging, to have and to hold, all and singular, the above mentioned and described premises unto the said party of the second part, and to her heirs and assigns forever.

And the said parties of the first part, and their heirs, do hereby covenant that they will forever warrant and defend all right, title and interest in and to the said premises and the quiet and peaceable possession thereof, unto the said party of the second part, her heirs and assigns, against all acts and deeds of the said parties of the first part, and all and every person and persons whomsoever lawfully claiming or to claim the same.

This deed is made in compliance with Contract for Deed dated November 1, 1955, between the parties hereto, and accepted in fulfillment thereof.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first hereinbefore written.

Leo A. Kamp (SEAL)

Vernie L. Kamp (SEAL)

STATE OF MONTANA,)
County of Yellowstone,) ss.

BOOK 568 PAGE 591

On this 5th day of April, in the year Nineteen Hundred and Fifty Six, before me, Lou W. Chapple, a Notary Public for the State of Montana, personally appeared Leo A. Kamp and Vernie L. Kamp, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Lou W. Chapple

Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires October 22, 1956.

568515

WARRANTY DEED

Leo A. Kamp et ux

to

Geneva Jolley

STATE OF MONTANA }
County of Yellowstone } ss.

I hereby certify that the within instrument was filed in my office for record on the 23rd day of May, 1956 at 9:10 o'clock A. M. and is duly recorded in Book 568 of Deeds on Page 389.

Witness my hand and official seal
CHRIS RUBICH
County Recorder.
By Clayton A. Beatty Deputy

Fee: $3.00 pd by ck
Thomas & Bradley,
Laurel, Mont.

NOTICE OF APPROPRIATION OF WATER

BOOK 702 PAGE 511

NOTICE IS HEREBY GIVEN: That I, Lou W. Chapple, of Billings, Yellowstone County, State of Montana, did, on the 5th day of December, 1960, appropriate and claim, and by these presents does appropriate and claim, for and on behalf of himself and Wreford Goss Chapple and Jane E. Crowder, who are associated with me in the ownership of lands hereinafter mentioned, in Sections Seven (7) and Eighteen (18), in Township Two (2) South of Range Twenty-five (25) East of the Montana Meridian, in Yellowstone County, State of Montana, six (6) cubic feet of water per second of time, or two hundred forty (240) miner's inches of the water or waters from Yellowstone River at a point on the Southeasterly bank of said Yellowstone River which is approximately one thousand (1,000) feet Southwesterly from the point where the North line of Lot One (1) of Section Thirteen (13), in Township Two (2) South of Range Twenty-four (24) East of the Montana Principal Meridian in Yellowstone County, Montana, intersects the Southeasterly bank of said Yellowstone River; and approximately a point where the West line of said Lot One (1) intersects the Southeasterly bank of said river; that at the time of appropriation I posted a notice in accordance with law at the point and place of diversion of said water, and in said notice were stated all of the facts about said appropriation, which said notice contained the following facts, to-wit,

1. That the date of appropriation by me is given as December 5, 1960.

2. That the quantity of water claimed and appropriated is six (6) cubic feet of water per second of time, or two hundred forty (240) miner's inches of the water or waters from said Yellowstone River at said point of diversion.

3. That said water so appropriated is for the purpose of irrigating or irrigation of Lots Ten (10) and Eleven (11) in Section Seven (7), and Lots One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11), in Section Eighteen (18), all in Township Two (2) South of Range Twenty-five (25) East of the Montana Principal Meridian, in said Yellowstone County, Montana, susceptible to irrigation from said point of diversion by means stated, and for domestic use and watering of stock.

4. That the means of diversion are a pipe line and open ditch running from said river on the Southeasterly bank thereof, approximately twenty-five (25) feet, into a well or reservoir, and by means of a pump operated by electric motor or engine power from said well or reservoir to a ditch approximately four (4) feet in width on the top and two (2) feet on the bottom, and two (2) feet deep, which said ditch runs in a general Easterly direction across said Sections Thirteen (13) and Twenty-four (24) in Township Two (2) South of Range Twenty-four (24) East, Montana Principal Meridian, into and upon the land in said Sections Eighteen (18) and Seven (7) above mentioned to the place of intended use of said water.

5. That the name of the appropriator and claimant is Lou W. Chapple, of Billings, Montana, who is a one-third owner of said lands where said water is used and to be used for the beneficial purposes aforesaid, and said appropriation is made for the benefit of himself and his joint owners, Wreford Goss Chapple and Jane E. Crowder.

6. That this claimant is informed and believes that said water has been taken from said stream at or near the present designated point of diversion for more than forty (40) years; that he knows of his own knowledge that the water has been taken from said stream for more than twenty (20) years for irrigation of the tract above mentioned as the place of intended use; that the said present owners are successors in interest in and to said land so irrigated of the person and persons, their heirs, successors and assigns, and the water rights appurtenant thereto, and make this claim in confirmation of said rights so established for the purposes therein and herein mentioned.

7. That the improvements now being made for appropriation of said water are in the nature of duplication of water right equipment, with similar motors, pumps and ditches, in a location approximately eleven hundred feet Northeasterly along the bank of said Yellowstone River, so that somewhat more land may be irrigated, and possible failure by said pumping plants or ditches, or either of them, may be eliminated, and so used as to prevent loss by reason of change of current in river or damage to ditches or equipment when use may be imminent, or to some extent said improvements are being made for the purpose of insuring that equipment may be always available for use when needed.

This notice is made and filed to comply with the laws of the State of Montana with reference to water appropriations for beneficial use and to substantiate the claim to said water as the successor of the former appropriators and users thereof, as hereinbefore mentioned, and said claimant does also claim a right of way for said ditches and pumping plants above mentioned as such successor for and on behalf of himself and his associates above mentioned.

Dated this 5th day of December, 1960.

Lou W. Chapple

Lou W. Chapple
Appropriator and Claimant, for and on behalf of himself and Wreford Goss Chapple and Jane E. Crowder, Joint Owners of lands to be benefited.

STATE OF MONTANA,)
County of Yellowstone,) ss.

Book 702 Page 513

LOU W. CHAPPLE, being first duly sworn, deposes and says:

That he is the Appropriator and Claimant of the waters mentioned and described in the foregoing NOTICE OF APPROPRIATION OF WATER; that he has read the same and knows the contents thereof, and that the same is true, except as to those matters and things therein stated on information and belief, and as to those he believes it to be true.

Lou W. Chapple

Subscribed and sworn to before me this 18th day of December, 1960.

Roberta M. Rosenberg

Notary Public for the State of Montana,
Residing at Billings, Montana.
My Commission expires Aug. 6, 1963.

EASEMENT

WHEREAS, Geneva King, formerly Geneva Jolley, of Billings, Montana, is the owner of the following described premises:

> Part of Lot One (1) and that part of the Southwest quarter of the Northeast quarter (SW¼NE¼) of Section Twenty-four (24), Township Two (2) South, Range Twenty-four (24) East, M. P. M., Yellowstone County, Montana, lying North of the County Road running through said tracts; and Lot Three (3) of Section Twenty-four (24), excepting that part previously conveyed to one Philpott, and that part of Lot Four (4), of Section Twenty-four (24), lying East of the County Road;

AND WHEREAS, THERE has been reserved an easement for a pumping plant and certain irrigation ditches upon said premises, all as more fully appear in that certain Warranty Deed between Leo A. Kemp and Vernie L. Kemp, husband and wife, of Laurel, Montana, to the said Geneva Jolley, now Geneva King; said deed dated the 4th day of April, 1956, filed for record the 23rd day of May, 1956, at 9:06 o'clock A. M., in Book 568 of Deeds, page 389, Records of Yellowstone County, Montana;

AND WHEREAS, Leo A. Kemp and Vernie L. Kemp, husband and wife, conveyed to Wreford Goss Chapple and Jane E. Crowder, by Warranty Deed, an Easement for right-of-way for pumping plant, housing for same, and irrigation ditch, which deed is recorded in Book 545 of Deeds at page 438, on November 8, 1955, at 1:52 o'clock P. M., and which conveyance is hereby referred to and made a part hereof;

AND WHEREAS, The said easement for a pumping plant and irrigation ditches, was for the benefit of lands in Section Seven (7) and Eighteen (18) of Township Two (2) South, Range Twenty-five (25) East, M. P. M., Yellowstone County, Montana; said lands in Section Seven (7) and Eighteen (18) being owned by Ida E. Chapple, a widower, Wreford Goss Chapple, Jane E. Crowder and Leo A. Kemp and Vernie L. Kemp, his wife;

AND WHEREAS, The pumping plant on the said lands of Geneva King has become inadequate to serve the needs for which it was created;

AND WHEREAS, Only one irrigation ditch has been created and used, same being for the Kemp lands;

NOW, THEREFORE, All of the parties above named do mutually covenant and agree that it is hereby granted to the said Leo W. Chapple, a widower, Wreford Goss Chapple, Jane K. Crowder, Leo A. Kemp and Vernie L. Kemp, his wife, an easement for the construction of a new pump house, adequate to hold five (5) pumps, to be located approximately twenty (20) feet down stream from the old pump house, and the right to connect the same up to the existing irrigation ditches, and the right to construct a new ditch to irrigate the Chapple lands upon the above described premises, subject, however, to the following restrictions:

1. That the new irrigation ditch to be constructed for the irrigation of the Chapple lands be constructed immediately adjoining the existing ditch so that no land will be wasted.

2. That the irrigation ditches be covered in a sufficient amount so that a road crossing may be made into the fields of the said Geneva King.

3. That the said new pump house be so constructed as to be able to accommodate and protect five (5) pumps, if necessary - one (1) pump for the King land, two (2) pumps for the Chapple lands, and two (2) pumps for the Kemp lands.

4. That the said Chapples, Crowder and Kemps shall pay all costs of the construction of the pump house, new ditch and covering of the ditches, and that the future maintenance of said pump house shall be pro rated between the parties according to the number of acres irrigated by each; and it is further agreed that any rip-rap upon the river necessary to protect the pump house and the pumps therein shall be borne mutually and equally between the parties, it being understood that the owners of the so called Chapple land shall constitute and be known as one party, and the owner of the King land as one party, and the owners of the Kemp land

shall be known as one party, for the purpose of determining and paying the expenses of rip-rapping, as above mentioned.

IN WITNESS WHEREOF, The parties hereto have hereunto set their hands and seals this 13th day of May, 1960.

Lou W. Chapple
Lou W. Chapple

Geneva King
Geneva King, formerly Geneva Jolley

Bradford Goss Chapple
Bradford Goss Chapple
By Lou W. Chapple
Its Attorney in Fact

Leo A. Kemp

Jane E. Crowder
Jane E. Crowder
By Lou W. Chapple
Its Attorney in Fact

Vernie L. Kemp
Vernie L. Kemp

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13 day of May, in the year 1960, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Geneva King, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial seal the day and year first above written.

THOMAS C. MADDEN NOTARIAL SEAL RECORDED

Notary Public for the State of Montana;
Residing at Billings, Montana.
My Commission expires 13 Jan 61

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13th day of May, in the year 1960, before me, the undersigned, a Notary Public for the State of Montana, personally appeared Leo A. Kemp and Vernie L. Kemp, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my

B2

Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of Montana;
Residing at Laurel Montana
My Commission expires 1-Jan.-61

THOMAS L. BRADLEY NOTARIAL SEAL YELLOWSTONE COUNTY

STATE OF MONTANA, }
County of Yellowstone, } ss.

On this 13th day of May, in the year 1960, before me, Thomas L. Bradley, a Notary Public in and for the State of Montana, personally appeared Leo W. Chapple, a widower, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same;

And at the same time and place personally appeared Leo W. Chapple, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Wreford Goss Chapple, and acknowledged to me that he subscribed the name of Wreford Goss Chapple thereto as principal and his own name as attorney in fact; and

At the same time and place personally appeared Leo W. Chapple, known to me to be the person whose name is subscribed to the within instrument as the attorney in fact of Jane E. Crowder, and acknowledged to me that he subscribed the name of Jane E. Crowder thereto as principal, and his own name as attorney in fact.

IN WITNESS THEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

THOMAS L. BRADLEY NOTARIAL SEAL YELLOWSTONE COUNTY

Notary Public for the State of Montana;
Residing at Laurel Montana.
My Commissionexpires 1-Jan.-61

773832

Leo A. Kamp
Fee 3

Wreford Chapple
Leo W. Chapple
Jane E. Crowder
Grantors

STATE OF MONTANA, }
County of Yellowstone, } ss.
I hereby certify that the within instrument was filed in my office for record on this 17 day of March A.D. 19 61 at 1:50 o'clock P.M. and is duly recorded in Book 836 of Mtgs on Page 100
Witness my hand and official seal
Edmon S. Redding,
County Clerk & Recorder
By Myrtle Thurston Deputy

$8.00

Leo Kamp
Route 1, Box 278
Laurel, Mont.

BRIDGE JOB #9-8-21

BOOK 878 PAGE 577

EASEMENT FOR ROAD RIGHT-OF-WAY

Lowell Outlook—10-28-1m-1488

Know All Men by These Presents, That Geneva B. King, formerly known as Geneva Jolley, of the County of Yellowstone, State of Montana, for and in consideration of the sum of one and other valuable considerations DOLLARS ($1 + O.V.C.), to her in hand paid by Yellowstone County, Montana, a body, politic and corporate, duly organized and existing under the laws of the state of Montana, receipt of which is hereby acknowledged, do hereby grant and convey unto said Yellowstone County, Montana, its successors and assigns, the right, privilege and authority to construct, operate, maintain and establish a public highway or road not more than eighty (80) feet wide, over, across and upon the following described real estate now owned by (me or us) and located in the County of Yellowstone, State of Montana, to-wit:

A tract of land for road purposes, being a strip eighty (80) feet in width located in Government Lot 3, Section 24, Township 2 South, Range 24 East, P.M.M., more particularly described as follows: A tract of land located in Government Lot 3, said tract being a strip eighty (80) feet in width, forty (40) feet on either side of a centerline which begins North 89° 52' East a distance of 1075.10 feet and North 2° 35' West a distance of 526.0 feet from the West ¼ corner of Section 24, Township 2 South, Range 24 East, P.M.M.; thence from the true point of beginning South 71° 17' East a distance of 116.0 feet to the P.C. of a 15 degree curve to the left; thence following said curve with a radius of 382.0 feet, delta angle of 64° 33' 30", a distance of 430.33 feet to the P.T. of said curve at a point on the centerline of the existing county road and the termination of this tract. Said tract contains 1.00 acre more or less.

- NOTE -

Subject to consent by holder of contract for deed as noted on page two.

TO HAVE AND TO HOLD, the same unto the said County of Yellowstone, State of Montana, as its own perpetually, with the right, privilege and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of such highway, and do also grant unto said County of Yellowstone, its successors and assigns, the right to enter upon the above described premises at any and all times for the purpose of maintaining and establishing such highway.

IN WITNESS WHEREOF, ... have hereunto signed this instrument this ..... day of ....., A. D., 19.....

Witness:

Polly A. Kirkness

Geneva B King

BOOK 878 PAGE 578

STATE OF MONTANA, } ss.
County of Yellowstone. }

On this 12 day of April, 19 68 before me, Carlene J. Mikkonen a Notary Public for the State of Montana, personally appeared Simon B. King known to me (or proved on oath of Billings, Montana) to be the person whose name subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Official Seal the day and year in this certificate above written.

Carlene J. Mikkonen
Notary Public for State of Montana.

Residing at ~~NOTARY PUBLIC for the State of Montana~~
Residing at Billings, Montana
My commission ~~expires~~ Expires Dec. 27, 1969

CONSENT TO EASEMENT BY HOLDER OF CONTRACT FOR DEED

Thomas L. Altman hereby consents to the easement on the tract of land herein described, included in a contract for deed to the undersigned dated on December 21, 1964.

IN WITNESS WHEREOF, the undersigned has caused this Consent to be executed and acknowledged.

Thomas L. Altman

STATE OF MONTANA)
County of Yellowstone (ss.

On this 12 day of April, 1968, before me, Carlene J. Mikkonen, a Notary Public for the State of Montana, personally appeared Thomas L. Altman known to me to be the person who signed the foregoing Consent to Easement by Holder of Contract For Deed, and who acknowledged to me that he signed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

NOTARIAL SEAL

Carlene J. Mikkonen
Notary Public for the State of Montana
Residing at Billings, Montana
My commission expires 12-27-69
NOTARY PUBLIC for the State of Montana
Residing at Billings, Montana
My Commission Expires Dec. 27, 1969

819749

Simon B. King

Yellowstone County Clerk & Recorder
By Mrs. Eastman Deputy

STATE OF MONTANA } ss.
County of Yellowstone }
I hereby certify that the within instrument was filed in my office and recorded on the May 12 1968 at 9:12 o'clock A.M. and duly recorded in Book 878 on Page 577
Witness my hand and official seal
W. E. MC CONNELL
County Clerk & Recorder
By Mrs. Eastman Deputy
Co. file

EASEMENT FOR ROAD RIGHT-OF-WAY

Book 878 Page 579

Know All Men by These Presents, That

Duane and Florence Florea, of the County of Yellowstone, State of Montana, for and in consideration of the sum of One and other valuable considerations DOLLARS ($1.00+O.V.C.), to them in hand paid by Yellowstone County, Montana, a body, politic and corporate, duly organized and existing under the laws of the state of Montana, receipt of which is hereby acknowledged, do hereby grant and convey unto said Yellowstone County, Montana, its successors and assigns, the right, privilege and authority to construct, operate, maintain and establish a public highway or road not more than eighty (80) feet wide, over, across and upon the following described real estate now owned by (me or us) and located in the County of Yellowstone, State of Montana, to-wit:

A tract of land for road purposes, being a strip eighty (80) feet in width located in Government Lot 3, Section 24, Township 2 South, Range 24 East P.M.M., more particularly described as follows: A tract of land located in Government Lot 3, said tract being a strip eighty (80) feet in width, forty (40) feet on either side of a centerline which begins North 89° 52' East a distance of 1075.10 feet and North 2° 35' west a distance of 526.0 feet from the west ¼ corner of Section 24, Township 2 South, Range 24 East, P.M.M.; thence from the true point of beginning North 71° 17' west a distance of 165.0 feet more or less to the East bank of the Clarke Fork of the Yellowstone River, said tract contains 0.30 gross acres or 0.19 net acres after present road right of way is excluded.

Yellowstone County agrees to furnish enough fencing materials for the east and south lines of Florea property, to be installed by landowner; also to perform various rip-rap and dike work, provide new drive approach and culvert without cost to owner.

TO HAVE AND TO HOLD, the same unto the said County of Yellowstone, State of Montana, and its own perpetually, with the right, privilege and authority to trim or cut down any trees which may interfere with the construction, maintenance and operation of such highway, and do also grant unto said County of Yellowstone, its successors and assigns, the right to enter upon the above described premises at any and all times for the purpose of maintaining and establishing such highway.

IN WITNESS WHEREOF, have hereunto signed this instrument this 29th day of April, A. D., 1968.

Witness:

Harry L. Wolverton

Duane Florea

Florence Florea

1+67.86 P.I. 1
THIEL
30'
30'
40'
40'
40'
40'
0+00 P.C.
D. = 5°
Δ. = 16°40'30"
T. = 167.86'
L. = 333.53'
R. = 1,146.0
3+33.53 P.T.
S. 71° 17' E.
599.62'


T. 2 S., R. 24 E.
71° 17' E.
599.62'
ROAD
1877.84'

Book 515 Page 540

STATE OF MONTANA,
County of Yellowstone, } ss.

On this 5th day of November, in the year Nineteen Hundred and Fifty Five, before me, Lou W. Chapple, a Notary Public for the State of Montana, personally appeared LEO A. KARP and VERNIE KARP, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

Lou W. Chapple

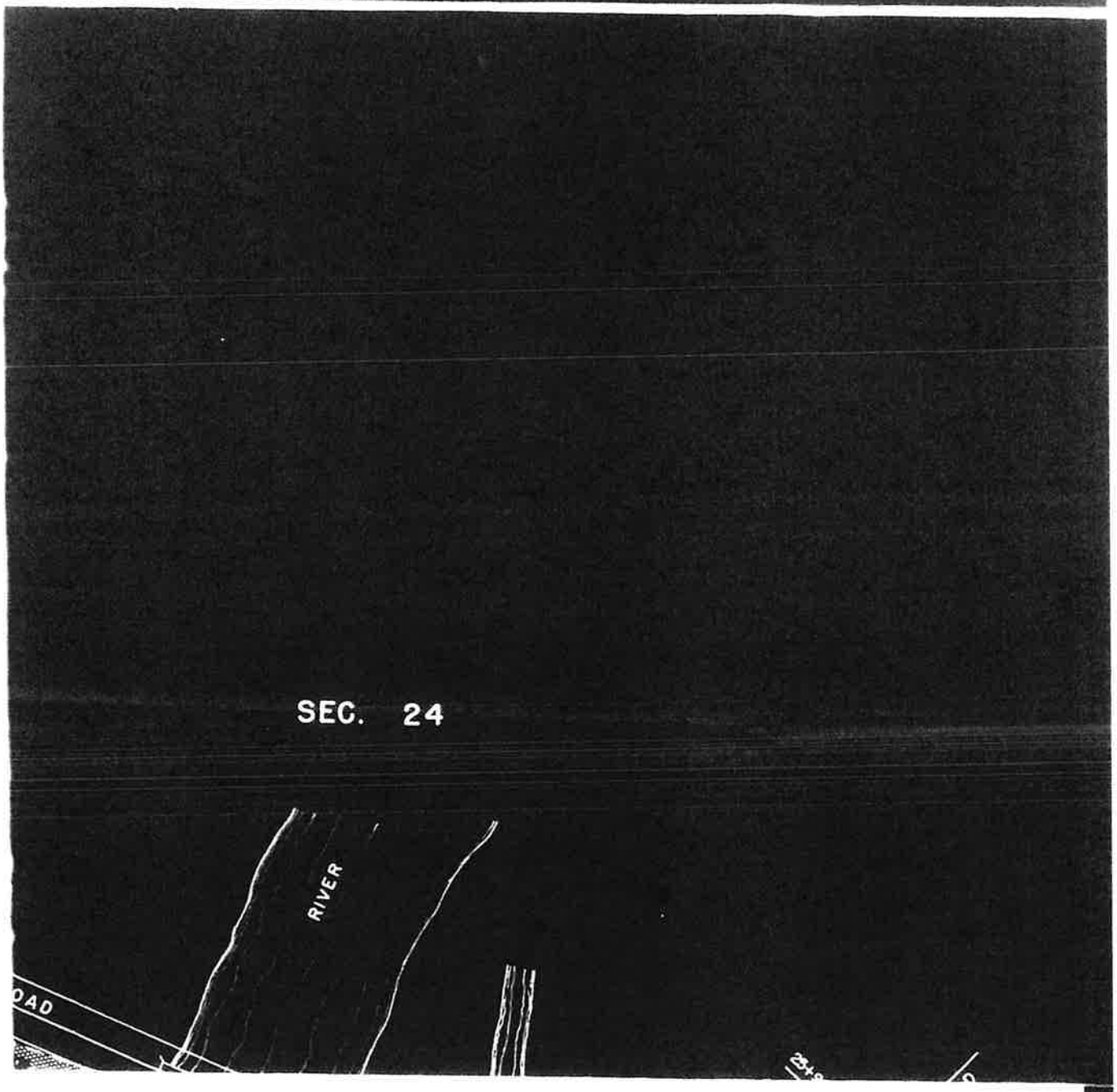
Notary Public for the State of Montana;
Residing at Billings, Montana
My Commission expires October 28, 1956

552581

Leo A. Karp, et ux
to
Lou W. Chapple, et al

STATE OF MONTANA, } ss.
County of Yellowstone }
I hereby certify that the within instrument was filed in my office for record on the 9th day of December 1955 at 1:52 o'clock P. M. and is duly recorded in Book 515 of Deeds on Page 540
Witness my hand and official seal
CHRIS RUBICH
County Recorder
By [illegible] Deputy
$3.00

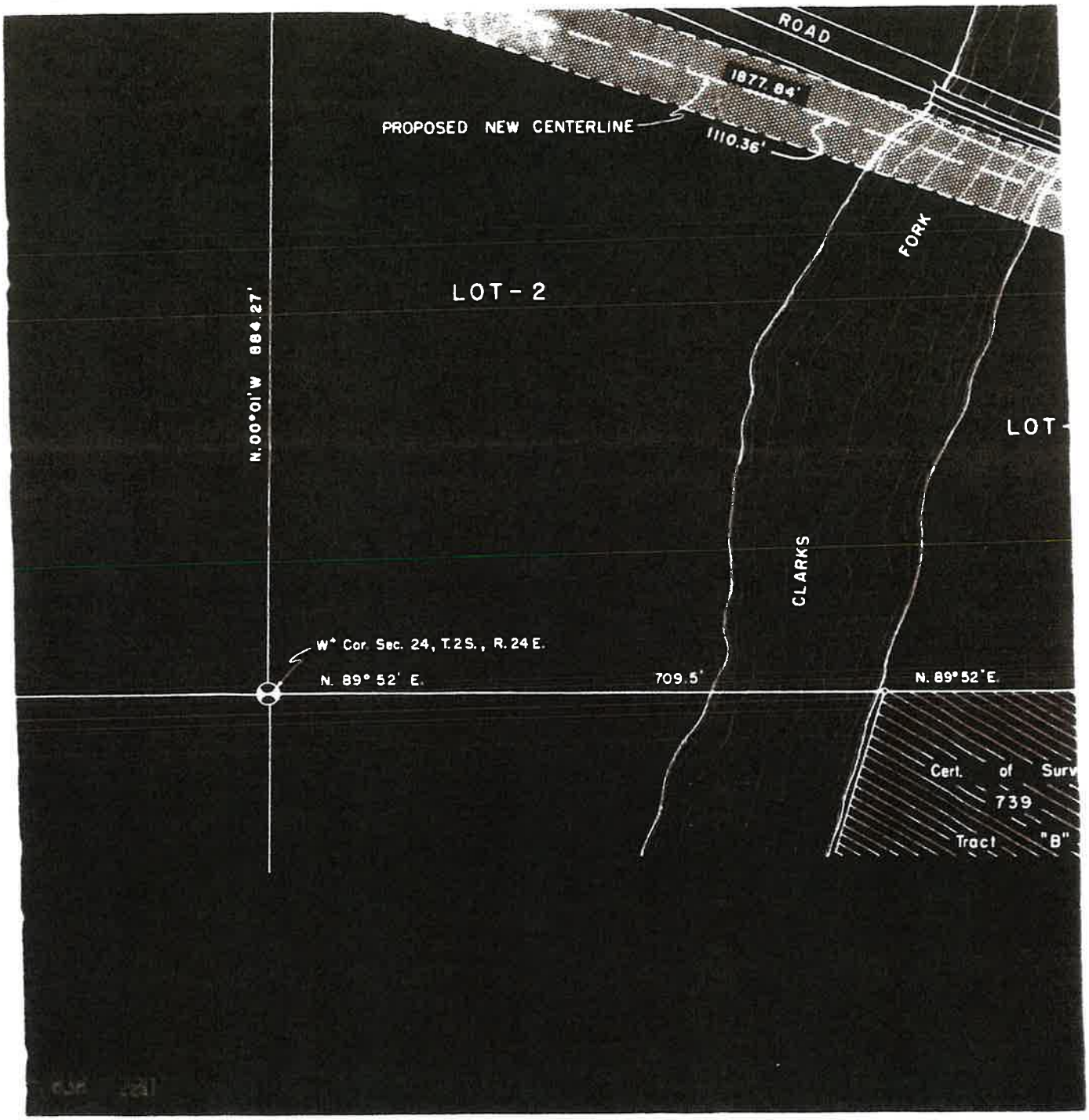
Return:
Lou W. Chapple
204 Professional Bldg.
Billings

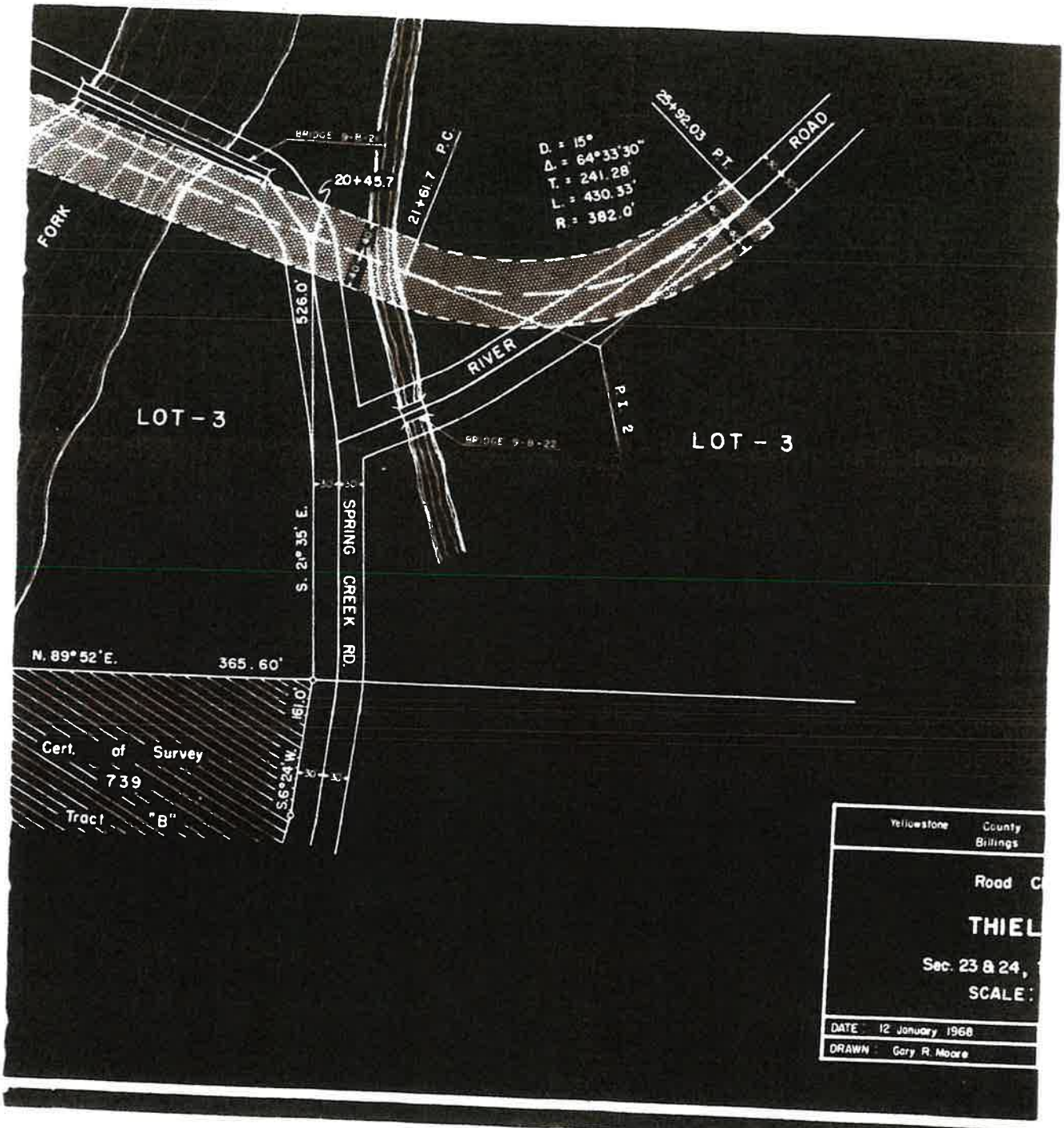

SEC. 24
RIVER
OAD

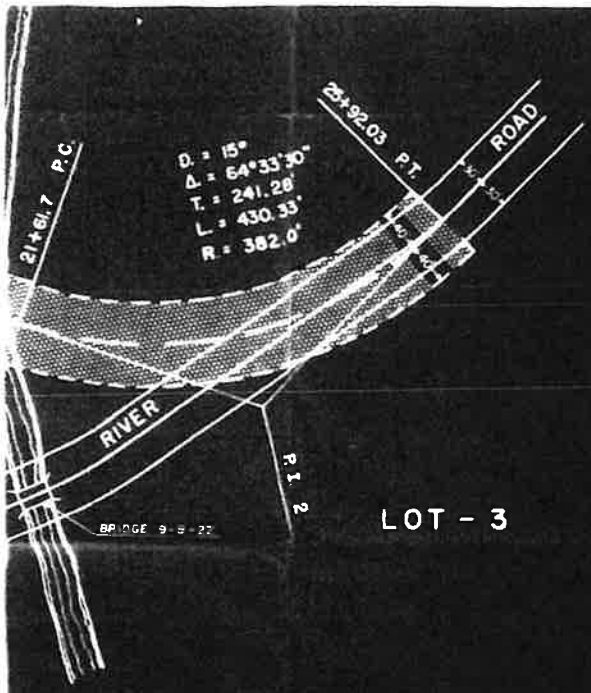
N

SEC. 23

LOT - 4


ROAD
1877.84'
PROPOSED NEW CENTERLINE
1110.36'
FORK
LOT - 2
N.00°01'W 884.27'
LOT -
CLARKS
W* Cor. Sec. 24, T.2S., R.24E.
N. 89° 52' E.
709.5'
N. 89°52'E.
Cert. of Surv
739
Tract "B"


BRIDGE 9-8-2
20+45.7
21+61.7 P.C.
D. = 15°
Δ. = 64°33'30"
T. = 241.28'
L. = 430.33'
R = 382.0'
25+92.03 P.T.
ROAD
FORK
526.0'
RIVER
P.I. 2
LOT - 3
BRIDGE 9-8-22
LOT - 3
S. 2° 35' E.
SPRING CREEK RD.
N. 89°52'E.
365.60'
161.0'
S.6°24' W.
Cert. of Survey
739
Tract "B"
Yellowstone County
Billings
Road C
THIEL
Sec. 23 & 24,
SCALE:
DATE: 12 January 1968
DRAWN: Gary R. Moore



Yellowstone County Surveyor's Office
Billings, Montana

Road Change on

THIEL ROAD

Sec. 23 & 24, T. 1 S., R. 24 E.

SCALE: 1" = 100'

DATE: 12 January 1968	APPROVED: H.W.
DRAWN: Gary R. Moore	Co. SURVEYOR: Harlan M. Lund

STATE OF MONTANA,
County of Yellowstone, } ss.

BOOK 878 PAGE 581

On this 29th day of April, 1968, before me, Frances C. Moushon, a Notary Public for the State of Montana, personally appeared Duane and Florence Flores known to me (or proved on oath of) to be the person s whose name s are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto signed my name and affixed my Official Seal the day and year in this certificate above written.

Frances C. Moushon
Notary Public for State of Montana.

Residing at NOTARY PUBLIC for the State of Montana Residing at Billings, Montana

My commission expires My Commission Expires [illegible], 19[illegible]

SEAL

819750

Duane Flores et al

Yellowstone Co.

R/W Easement

STATE OF MONTANA
County of
I hereby
Deputy

Mon Co. Filed

M.S.T. & T. CO. FORM 7321
(3-69)

R/W 8325

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty and No/100 dollars ($ 50.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit: A strip of Land 15 feet in width the centerline of which is 60 feet north of and parallel to centerline of Thiel road. Said strip and road is located in the SW¼ NW¼ section 24 township 2 South Range 24 East P.M.M.

situate in County of Yellowstone, State of Montana,
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 28 day of January, A. D., 1976.

At Laurel

x Thomas L Altman

x Evonne Altman

(Add below a form of acknowledgement appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way, see I.M. 173, Sec. 5 for proper form.)

State of Montana)
County of Yellowstone) ss.

On this 28 day of January, 1976, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared Thomas & Evonne Altman known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

John L Simonich
Notary Public for the State of Montana
Residing at Helena Montana
My Commission Expires October 21, 1977

This space for recording information

BOOK 1093 PAGE 708

"STATE OF
County of _____): ss.

On this _____ day of _____, 19___, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____, known to me to be the _____ (President, Vice President or Secretary) of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Notary Public for the State of _____
Residing at _____
My Commission Expires _____

M.S.T. & T. Co.
Right of Way No. 8325

RIGHT OF WAY

from

Thomas G. Evanne Altman

to

The Mountain States Tel. & Tel. Co.

Lot or
Quarter-Section SW¼ NW¼
Block or
Section 24
Town or
Township 2 South

Range 21 East

Job No. M-4-0536
Exchange
or Toll Exchange

Line & No.

Lead Code
Station or
Pole Numbers

Right of way approved and accepted
on behalf of Telephone Company

By _____
S.U.P.V.
(Title)

1010901

Thomas Altman etal
to
Mtn. States Tel + Tel Co - R/W
Case

STATE OF MONTANA, } ss.
County of Yellowstone,
I hereby certify that the within instrument was filed in my office for record on this
day of MAR 3 1976 19
at 10-41 o'clock A. M., and is
duly recorded in Book 1093 of
on Page 202
Witness my hand and official seal
MERRILL H. KLUNDT
County Clerk & Recorder
By _____ Deputy
Type of Land Pasture

Field Draft No.

Personal Check No.

Date of Check 1-28-76

Mail to
The Mountain States Tel. & Tel. Co.
560 N. Park Ave.
Helena, Montana 59601

Attention:
Right of Way Department

Form No. 620 R9/78

Application for Change No. 19686-c43D

AUTHORIZATION TO CHANGE APPROPRIATION WATER RIGHT

Pursuant to Section 89-892, R.C.M. 1947, the Department of Natural Resources and Conservation, through the office of the Administrator of the Water Resources Division, hereby authorizes the Change of Appropriation Water Right submitted by JAMES P. AND LUCIE HOWARD OF BILLINGS, MONTANA.

The appropriation water right is: a claimed filed appropriation in the name of James W. Dix priority date October 12, 1893, as recorded in the records of Yellowstone County in Book L, Misc. on pages 302 and 303.

The source and point(s) of diversion(s) are: Spring Creek, a tributary of the Yellowstone River at a point in the NE¼ SW¼ NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The purpose(s) and place(s) of use(s) are for: irrigation from May 1 to October 1, inclusive, of each year, on a total of 23 acres, more or less, in the NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The Department hereby authorizes the change of the above-referenced water right as follows:
1. To change the point of diversion by diverting water into the Yellowstone River, which will be used as a natural carrier, and will be diverted from the Yellowstone River at points in the SE¼ NE¼ NW¼ and SW¼ NE¼ NW¼ of Section 24, Township 2 South, Range 24 East, M.P.M., Yellowstone County, Montana.

The diversion and distribution works for the above-referenced appropriation and for the change authorized shall be completed, and water shall be applied to beneficial use as specified above, on or before July 15, 1979 or within any authorized extension of time. The Notice of Completion of Change of Appropriation Water Right, Form No. 618, shall be filed on or before September 15, 1979.

This authorization is subject to the following limitations, terms, conditions, and restrictions:
The approval of this change is not to be construed as recognition by the Department of the water rights involved. All rights are subject to possible modification under the proceedings pursuant to Section 89-865, et seq., R.C.M. 1947.

NOTICE: Failure to comply with any of the terms and conditions herein may result in the loss of the permitted right or the Authorization to Change hereby granted.

Robert M. Carlson 12/1/78
Water Resources Division Date
ASSISTANT ADMINISTRATOR

Witness

MONTANA DEPARTMENT OF NATURAL RESOURCES & CONSERVATION DNRC
32 SOUTH EWING HELENA, MONTANA 59601

(For County Use Only)

STATE OF MONTANA
County of _____) ss.

Filed for record this _____ day of _____, 19____, at _____, and Recorded in _____ of the Records of _____ County, State of Montana.

By _____ Deputy

_____ Clerk and Recorder

BOOK 1204 PAGE 1335

1119312

State Water Board

to

James P. Howard et al

authorization & change approp. Water Permit

STATE OF MONTANA, }
County of Yellowstone, } ss.

I hereby certify that the within instrument was filed in my office for record on this

Day of FEB 15 1979 19

at 8:19 o'clock A M., and is duly recorded in Book 1204 of

on Page 1334

Witness my hand and official seal

MERRILL H. KLUNDT
County Clerk & Recorder

By Deputy

Mofar

Grantee

At 1 - Lawrel

BOOK 1261 PAGE 4802

M.S.T. & T. CO. FORM 7321
(3-69)

R/W 13339

RIGHT-OF-WAY EASEMENT

The Undersigned Grantor (and each and all of them if more than one) for and in consideration of Fifty and 00/100 dollars ($ 50.00) in hand paid by the Grantee, the receipt whereof is hereby acknowledged, hereby grants, bargains and conveys unto The Mountain States Telephone and Telegraph Company, a Colorado corporation, 931 14th Street, Denver, Colorado, 80202, Grantee, its successors, assigns, lessees, licensees and agents a Right-of-Way Easement and the right to construct, operate, maintain and remove such communication and other facilities, from time to time, as said Grantee may require upon, over, under and across the following described land which the Grantor owns or in which the Grantor has any interest, to wit:

A strip of land 20 feet in width, situated in Lot 3 (SE¼NW¼), of Section 24, T.2 S.,R.24 E.,P.M.M.

Said strip is more particularly described as follows: The North 20 feet of that part of Lot 3, (Less 2.5 Acres), lying South of the County Road running through said Tract, in Section 24, T.2 S.,R.24 E.,P.M.M.

situate in County of Yellowstone, State of Montana.
TOGETHER with the right of ingress and egress over and across the lands of the Grantor to and from the above-described property, the right to clear and keep cleared all trees and other obstructions as may be necessary and the right to permit other utility companies to use the right of way jointly with Grantee for their utility purposes.

The Grantor reserves the right to occupy, use, and cultivate said property for all purposes not inconsistent with the rights herein granted.

Signed and delivered this 3rd day of May, A. D., 19 84

At _____

X Thomas L. Altman

X Evonne Altman

(Add below a form of acknowledgement appropriate for the state in which the right-of-way is located and for the party who is granting the right-of-way, see I.M. 173, Sec. 5 for proper form.)

State of Montana)
County of Yellowstone) ss.

On this 3rd day of May, 1984, before me, the undersigned, a Notary Public in and for the State of Montana personally appeared Thomas L. and Evonne B. Altman known to me to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged to me that they executed the same.

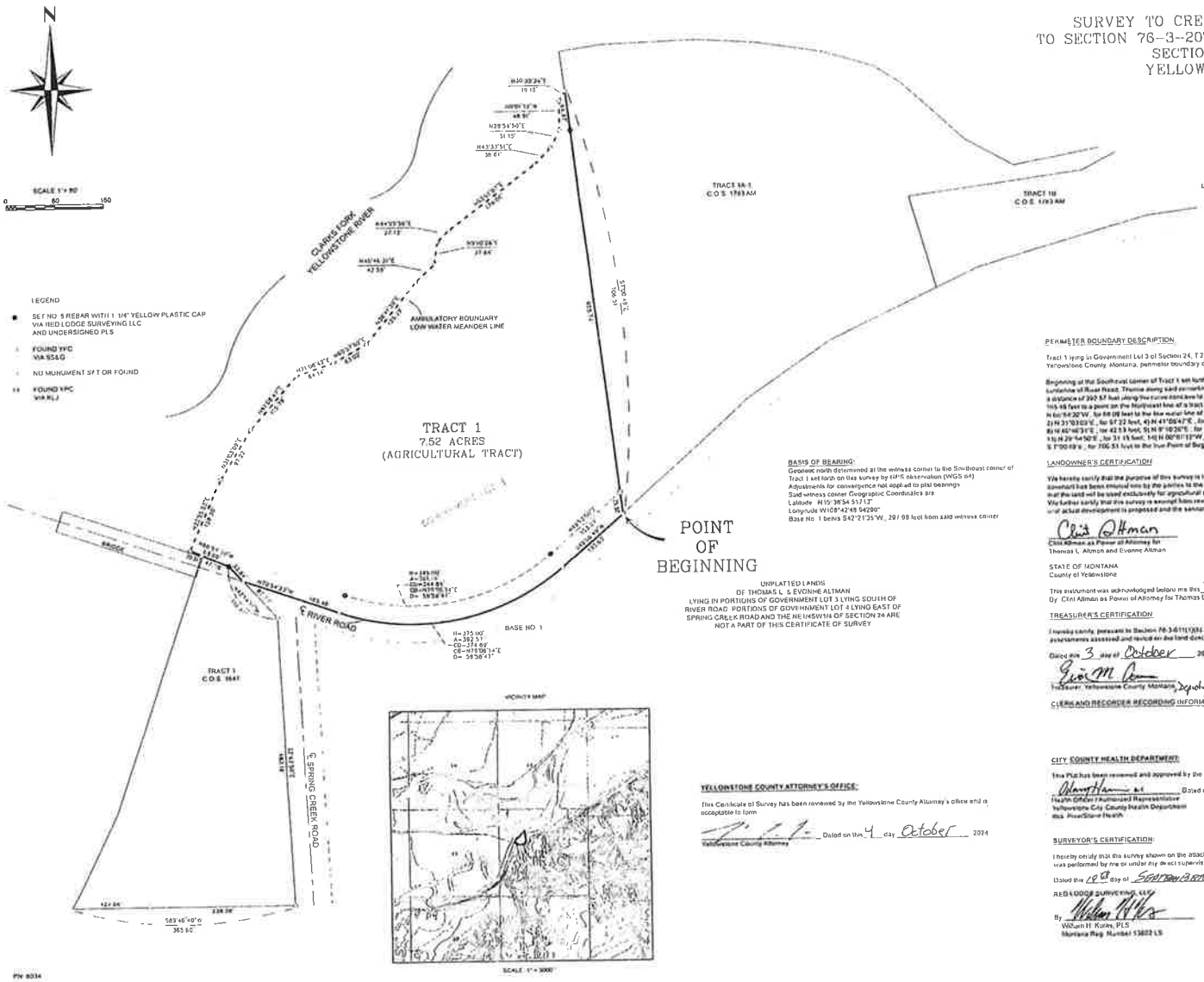
In Witness Whereof, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

Lance H. Nelson
Notary Public for the State of Montana
Residing at Billings
My Commission Expires Aug. 11, 1985

This space for recording information

CERTIFICATE OF SURVEY NO. 3896

SURVEY TO CREATE A TRACT OF LAND PURSUANT
TO SECTION 76-3--207(1)(c), MCA. IN GOVERNMENT LOT 3 OF
SECTION 24, T.2S., R.24E., P.M.M.,
YELLOWSTONE COUNTY, MONTANA



SURVEYED BY RED LODGE SURVEYING LLC
PO BOX 986 | 606 S GRANT AVE
RED LODGE, MT 59068

DURING MAY OF 2024

LANDOWNERS THOMAS L. ALTMAN AND EVONNE ALTMAN

PERIMETER BOUNDARY DESCRIPTION

Tract 1 lying in Government Lot 3 of Section 24, T.2S., R.24E., P.M.M., Yellowstone County, Montana, perimeter boundary described as follows

Beginning at the Southeast corner of Tract 1 set forth on this survey, said point is also the Southwest corner of Tract 1A-1 of Certificate of Survey No. 1783 Am and the centerline of River Road. Thence along said centerline line following 3 courses: 1) S 49°06'30"W, for 133.03 feet to the beginning of a curve tangent to said line, 2) southwesterly a distance of 392.57 feet along the curve concave to the right, having a radius of 375.00 feet and a central angle of 59°56'47", 3) N 70°54'23"W tangent to said curve, for 115.48 feet to a point on the Northeast line of a tract set forth on Certificate of Survey 1647. Thence along boundary of C.O.S. 1647 N 42°24'11"W, for 33.84 feet. Thence N 54°30'W, for 88.08 feet to the low water line of the Clarks Fork River. Thence along said low water line the following 15 courses: 1) N 23°15'03"E, for 128.30 feet, 2) N 31°03'03"E, for 87.22 feet, 4) N 41°05'47"E, for 115.79 feet, 5) N 71°08'42"E, for 64.14 feet, 6) N 80°57'07"E, for 83.02 feet, 7) N 38°41'38"E, for 129.26 feet, 8) N 45°46'31"E, for 42.53 feet, 9) N 8°10'30"E, for 37.84 feet, 10) N 44°25'56"E, for 37.12 feet, 11) N 53°01'07"E, for 178.06 feet, 12) N 42°33'51"E, for 38.81 feet, 13) N 29°54'50"E, for 31.15 feet, 14) N 00°01'13"W, for 48.91 feet, 15) N 30°32'31"E, for 19.18 feet to the West line of said Tract 1A-1. Thence along said West line S 7°00'09"E, for 706.51 feet to the true Point of Beginning, said tract being 7.52 Acres more or less

BASIS OF BEARING:
Geodetic north determined at the witness corner to the Southeast corner of Tract 1 set forth on this survey by GPS observation (WGS 84)
Adjustments for convergence not applied to plat bearings
Said witness corner Geographic Coordinates are
Latitude N 45°36'54.5171"
Longitude W 108°42'49.54290"
Base No. 1 bears S42°21'35"W, 297.98 feet from said witness corner

UNPLATTED LANDS
OF THOMAS L. & EVONNE ALTMAN
LYING IN PORTIONS OF GOVERNMENT LOT 3 LYING SOUTH OF RIVER ROAD. PORTIONS OF GOVERNMENT LOT 4 LYING EAST OF SPRING CREEK ROAD AND THE NE1/4SW1/4 OF SECTION 24 ARE NOT A PART OF THIS CERTIFICATE OF SURVEY

LANDOWNER'S CERTIFICATION

We hereby certify that the purpose of this survey is to create Tract 1, as shown on this survey, as a parcel of land to be used exclusively for agricultural purposes, and that a covenant has been created into by the parties to the transaction, running with the land and revocable only by mutual consent of the governing body and the property owners that the land will be used exclusively for agricultural purposes, and that this survey is, therefore, exempt from review as a subdivision pursuant to section 76-3-207(1)(c), MCA. We further certify that this survey is exempt from review by the Department of Environmental Quality pursuant to ARM 17.36.605(2)(a) and will not be restricted from development until actual development is proposed and the sanitary restrictions are removed by the Montana Department of Environmental Quality

Clint Altman
Clint Altman as Power of Attorney for
Thomas L. Altman and Evonne Altman

STATE OF MONTANA
County of Yellowstone

This instrument was acknowledged before me this 30 day of September 2024
By Clint Altman as Power of Attorney for Thomas L. Altman and Evonne Altman

Notary Signature

TREASURER'S CERTIFICATION

I hereby certify, pursuant to Section 76-3-611(1)(b), MCA, that all real property taxes and special assessments assessed and levied on the land described above have been paid

Dated this 3 day of October 2024

Treasurer, Yellowstone County, Montana

CLERK AND RECORDER RECORDING INFORMATION

CS 4088770

MC: 4088771

CITY COUNTY HEALTH DEPARTMENT:

This Plat has been reviewed and approved by the City-County Health Department

Dated on this 8th day October 2024

Health Officer / Authorized Representative
Yellowstone City-County Health Department
dba RiverStone Health

YELLOWSTONE COUNTY ATTORNEY'S OFFICE:

This Certificate of Survey has been reviewed by the Yellowstone County Attorney's office and is acceptable to form

Dated on this 4 day October 2024

Yellowstone County Attorney

SURVEYOR'S CERTIFICATION:

I hereby certify that this survey shown on the attached Certificate of Survey was performed by me or under my direct supervision

Dated this 10th day of September 2024

RED LODGE SURVEYING, LLC

By William H. Karas, PLS
Montana Reg. Number 13602 LS

MONTANA WILLIAM H. KARAS No. 13602 LS LICENSED PROFESSIONAL LAND SURVEYOR

MC 4088771
10/28/2024 11:00 AM Pages: 1 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

Return to:
Clint Altman
2135 Spring Creek Road
Laurel, MT 59044

DECLARATION OF COVENANT

This Declaration, made this 17 day of October, 2024, by Thomas L. Altman and Evonne Altman, hereinafter referred to as the "Declarant";

That whereas, Declarant is the owner of certain property lying in Government Lot 3 in Section 24, T.2S., R.24E., P.M.M. described as Tract 1 of Certificate of Survey No. 3896 on file, and of record, as Document No. 4088770, in the office of the Clerk and Recorder, Yellowstone County, Montana.

Now, therefore, Declarant hereby declares that the parcel described above shall be held, sold, and conveyed in any matter subject to the following covenant, which shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators, and assignees, and shall bind each owner thereof. This covenant may be revoked by mutual consent of the owners of the parcel in question and the governing body of Yellowstone County. The governing body is deemed to be a party to and may enforce this covenant. TO WIT.

The parcel described above shall be used exclusively for agricultural purposes and no building or structure requiring water or sewage facilities may be erected or utilized thereon.

IN WITNESS WHEREOF, the undersigned, being the Declarant, herein, has hereunto set his hand.

Clint Altman

Clint Altman as Power of Attorney for
Thomas L. Altman and Evonne Altman

MC 4088771
10/28/2024 11:00 AM Pages: 2 of 2 Fees: 16.00
Jeff Martin Clerk & Recorder, Yellowstone MT

STATE OF MONTANA
County of Stillwater

This instrument was acknowledged before me this 17 day of October, 2024.
By: Clint Altman as Power of Attorney for The Tom Altman Family Trust and The Evonne Altman Trust

Notary Public for the State of Montana

TERRI JACKSON
NOTARY PUBLIC for the
State of Montana
Residing at Park City, Montana
My Commission Expires
February 2, 2026

Note: Any change in use of the land for anything other than agricultural purposes subjects the parcel to review and approval following the procedures established for review of subdivision pursuant to section 76-3-207(2)(b), MCA.

The County Commission of Yellowstone County, Montana does hereby certify that it has approved this agricultural covenant.

Chairman, Yellowstone County
Board of Commissioners

Commissioner

Commissioner

Attest Yellowstone County
Clerk and Recorder

Dated this 22ND day of October, 2024.

Note: Any change in use of the land for anything other than agricultural purposes subjects the parcel to review and approval following the procedures established for review of subdivision pursuant to section 76-3-207(2)(b), MCA.

State of Montana }
ss.
County of Yellowstone }

On this 22nd day of October, 2024 before me, a Notary Public in and for the State of Montana, personally appeared John Ostlund, Mark Morse and Donald W. Jones, known to me to be the Board of County Commissioners, respectively, and the County Clerk and Recorder, Jeff Martin, of Yellowstone County Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they fully executed the same on behalf of Yellowstone County, Montana.

Teri Reitz

TERI REITZ
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
February 27, 2026

4100509 PRD
04/18/2025 02:04 PM Page 1 of 2 Fees: $16.00
eRecorded For Yellowstone County, MT
Jeff Martin, Clerk & Recorder

Return to:
Bruce O. Bekkedahl
Patten, Peterman, Bekkedahl & Green, PLLC
2817 2nd Avenue North, Suite 300
Billings, MT 59101

PERSONAL REPRESENTATIVE'S DEED

FOR VALUABLE CONSIDERATION, **Clint Altman duly appointed and qualified Personal Representative of the Estate of Evonne B. Altman, deceased,** under Probate No. DP 22-0338, Montana Thirteenth Judicial District Court, Yellowstone County, hereinafter referred to as **Grantor,** hereby grant and convey unto **Thomas L. Altman** of Spring Creek Road, Laurel, Montana, 59044, hereinafter referred to as **Grantee**, the following described real property in Yellowstone County, Montana, to-wit:

Township 2 South, Range 24 East, M.P.M.
Section 24: Tract 1 of Certificate of Survey N. 3896.

To have and to hold unto the Grantees, and to their heirs, successors and assigns thereof forever.

SUBJECT TO current taxes and other assessments, reservations in patents and all easements, rights of way, encumbrances, liens, covenants, conditions, restrictions, obligations and liabilities apparent and as may appear of record, the Grantor warrants the title only as to the acts of the Grantor herein.

DATED this 18 day of April, 2025.

Clint Altman

Clint Altman, as Personal Representative of the
Estate of Evonne B. Altman, Grantor

STATE OF MONTANA)
: ss.
County of Yellowstone)

On this 18 day of April, 2025, before me, a Notary Public for the State of Montana, personally appeared, **Clint Altman as Personal Representative of the Estate of Evonne B. Altman** and acknowledged to me that he executed the above instrument for the purpose and consideration therein expressed.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal the day and year hereinabove first written.

LAUREN BRUNMEIER NOTARIAL SEAL STATE OF MONTANA

LAUREN BRUNMEIER
NOTARY PUBLIC for the
State of Montana
Residing at Billings, Montana
My Commission Expires
March 9, 2028

Notary Public for the State of Montana

Yellowstone County, Montana

Property Tax Detail For D02928A

Owner Listed On Last Tax Statement
Last Updated: October 6, 2025

Primary Owner: ALTMAN, THOMAS L

Owner as of October 6, 2025

Primary Owner Name: ALTMAN, THOMAS L

2025 Mailing Address

Mailing Address: ALTMAN, THOMAS L
2135 SPRING CREEK RD
LAUREL, MT 59044-8858

Property Information

Property Address:
Township: 02 S Range: 24 E Section: 24
Certificate of Survey: 3896 Parcel: 1
Full Legal: S24, T02 S, R24 E, C.O.S. 3896, PARCEL 1, (25)
GeoCode: 03-0821-24-3-05-11-0000

2025 Assessed Value Summary

Assessed Land Value =	$10,199.00
Assessed Building(s) Value =	$0.00
Personal Property Value =	$0.00
Total Assessed Value =	$10,199.00

Assessed Value Detail Tax Year: 2025

Description	Tax Rate	Amount
Tillable Irrigated Land	%	$10,199.00
	Total:	$10,199.00

Rural SID
NONE

Year	1st Half	2nd Half	Total
2025	54.53	54.52	109.05

(P) indicates paid taxes.

Commissioner:

District - 1
Chris White (R)
PO Box 35000
Billings, MT 59107
406-256-2701 - Work

Senate: District - 27
Vince Ricci (R)
3109 Forbes Blvd
Billings,
MT 59106
406-855-9153 - Work
(406) 671-7052 - Home

House: District - 54
Lee Deming (R)
522 Fairway View Dr
Laurel,
MT 59044
406-671-2508 - Work

Ward: Outside City Limits

Precinct: 57

High School: Laurel

Middle School: Laurel

Elementary School: Laurel

Trustee: School District Trustee Links

Recording #	Document type	Recorded Date	Document Date	Book	Page
4100509	Personal Representative or Executor's Deed of Distribution	4/18/2025	4/18/2025	REF	DEED
4096530	Termination of Joint Tenancy by Death	2/24/2025	2/10/2025		
4088770	Other	10/28/2024	10/28/2024	2025	SPLIT

Owner Information

Primary Owner: ALTMAN, THOMAS L
Tax Code: D02928A
GeoCode: 03-0821-24-3-05-11-0000
Property Address:
Legal Description: S24, T02 S, R24 E, C.O.S. 3896, PARCEL 1, (25)

Property Type: Vacant Land

Site Information - View Codes

Levy District:	03-2970-O7L	**Location:**	
Neighborhood Code:	203.001	**Fronting:**	
Parking type:		**Parking Prox:**	
Utilities:		**Access:**	
Lot Size:	7.52 Acres	**Topography:**	

Ag Land Data

Cont Crop AC:	0	**Fallow AC:**	0	**Irrigated AC:**	7.52
Grazing AC:	0	**Wild AC:**	0	**Timber AC:**	0
Farmsite AC:	0	**NonQual AC:**	0	**Total AC:**	7.52

GENERAL TAX DETAIL

Levy Description	1st Half	2nd Half	Total
COUNTY			
BRIDGE	$0.47	$0.47	$0.94
EXTENSION SERVICE	$0.08	$0.08	$0.16
GENERAL FUND	$4.77	$4.77	$9.54
LAUREL COUNTY PLANNING	$0.23	$0.23	$0.46
LIABILITY & PROPERTY INSURANCE	$0.22	$0.22	$0.44
LIBRARY	$0.71	$0.71	$1.42
MENTAL HEALTH	$0.07	$0.07	$0.14
METRA (CIVIC CENTER)&COUNTY FAIR	$1.03	$1.03	$2.06
MUSEUM	$0.18	$0.18	$0.36
PERMISSIVE MEDICAL LEVY	$1.32	$1.32	$2.64
PUBLIC HEALTH	$0.85	$0.85	$1.70
PUBLIC SAFETY - COUNTY ATTORNEY	$1.43	$1.43	$2.86
PUBLIC SAFETY - MENTAL HEALTH	$0.38	$0.38	$0.76
PUBLIC SAFETY - SHERIFF	$3.36	$3.36	$6.72
ROAD	$4.71	$4.71	$9.42
SENIOR CITIZENS-ELDERLY ACTIVITIES	$0.48	$0.48	$0.96
WEED CONTROL	$0.08	$0.08	$0.16
COUNTY TOTALS:	**$20.37**	**$20.37**	**$40.74**

SCHOOL			
ELEM & HIGH SCH TRANSPORTATION	$0.18	$0.18	$0.36
ELEMENTARY RETIREMENT	$1.47	$1.47	$2.94
HIGH SCHOOL RETIREMENT	$0.79	$0.79	$1.58
SD #7 (LAUREL) - ELEM BUILDING RESERVE	$0.27	$0.27	$0.54
SD #7 (LAUREL) - ELEM BUS RESERVE	$0.19	$0.19	$0.38
SD #7 (LAUREL) - ELEM DEBT SERV	$7.98	$7.98	$15.96
SD #7 (LAUREL) - ELEM GENERAL	$4.76	$4.76	$9.52
SD #7 (LAUREL) - ELEM TECHNOLOGY	$0.07	$0.07	$0.14
SD #7 (LAUREL) - ELEM TRANSPORTATION	$0.94	$0.94	$1.88
SD #7 (LAUREL) - ELEM TUITION	$1.25	$1.25	$2.50
SD #7 (LAUREL) - HS BUILDING RESERVE	$0.15	$0.15	$0.30
SD #7 (LAUREL) - HS BUS RESERVE	$0.09	$0.09	$0.18
SD #7 (LAUREL) - HS DEBT SERVICE	$0.58	$0.57	$1.15
SD #7 (LAUREL) - HS GENERAL	$2.54	$2.54	$5.08
SD #7 (LAUREL) - HS TECHNOLOGY	$0.03	$0.03	$0.06
SD #7 (LAUREL) - HS TRANSPORTATION	$0.58	$0.58	$1.16
SD #7 (LAUREL) - HS TUITION	$0.26	$0.26	$0.52
SCHOOL TOTALS:	**$22.13**	**$22.12**	**$44.25**
STATE			
ACCREDITED HIGH SCHOOL	$2.30	$2.30	$4.60
GENERAL SCHOOL	$3.45	$3.45	$6.90
STATE EQUALIZATION AID	$4.18	$4.18	$8.36
UNIVERSITY MILLAGE	$0.63	$0.63	$1.26
VOCATIONAL-TECHNICAL SCHOOLS	$0.16	$0.16	$0.32
STATE TOTALS:	**$10.72**	**$10.72**	**$21.44**
TOTAL GENERAL TAXES	**$53.22**	**$53.21**	**$106.43**

*** = Voted Levy to impose a New Mill Levy**
**** = Voted Levy Increase to a Levy Submitted to Electors**
***** = Voted Levy to Exceed Levy Limit (MCA 15-10-420)**

SPECIAL ASSESSMENTS

Description	1st Half	2nd Half	Total
LFD7 LAUREL FIRE DISTRICT #7	$1.26	$1.26	$2.52
SOIL SOIL CONSERVATION	$0.05	$0.05	$0.10
TOTAL SPECIAL ASSESSMENTS	**$1.31**	**$1.31**	**$2.62**

General Taxes	District	Mill Levy	1st Half	2nd Half
LAUREL OUTSIDE W/PLANNING	O7L	509.25	53.22	53.21

TOTAL TAXES DUE CURRENT YEAR: $109.05

This property may qualify for a Property Tax Assistance Program. This may include: Intangible Land Value Assistance, Property Tax Assistance, Disabled or Deceased Veteran's Residential Exemption, and/or Elderly Homeowner's Tax Credit. Contact the Department of Revenue at (406)896-4000 for further information.

Total Prior Year(s) Delinquent Tax Including Penalty and Interest: **$55.97** If Paid By*: **12/23/2025**

* Additional Penalty and Interest shall be added if not paid by above date. A taxpayer may pay current year taxes without paying delinquent taxes. The county treasurer shall accept a partial payment equal to the delinquent taxes, including penalty and interest, for one or more full tax years if taxes currently due for the current tax year have been paid.

This Information is current as of 12/23/2025 10:11:01 AM

B.O.C.C Thursday Discussion 7.

Meeting Date: 06/04/2026

Title: Alternatives Inc. FY26 Annual Report

Submitted By: Erika Guy

TOPIC:

Alternatives Inc. FY26 Annual Report

BACKGROUND:

NA

RECOMMENDED ACTION:

Discuss

B.O.C.C Thursday Discussion 1.

Meeting Date: 06/04/2026

Title: Board Recommendation

Submitted By: Erika Guy

TOPIC:

Board Recommendation - Anne Holub to the Yellowstone Art Museum Board

BACKGROUND:

4 applicants applied for the open seat. The YAM Board of Trustees is recommending Anne Holub to fill the seat.

RECOMMENDED ACTION:

Discuss

Attachments

Anne Ross

Elyssa Leininger

Anne Holub

Susan Sullivan

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Anne Ross HOME PHONE: (406) 599-8969

ADDRESS: 640 Washington St. WORK PHONE: _____

CITY: Billings STATE: MT ZIP: 59101

BUSINESS OR JOB: Artist, Administrator/electrical contractor

E-MAIL ADDRESS: thelightbloomer@gmail.com

BOARD OR COMMISSION APPLIED FOR: Yellowstone Art Museum 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 have a Bachelor's of Fine Arts from Montana State University Bozeman, and a work history in management, human resources and business administration. I am able to understand the cultural impacts of the arts as well as the tough, decision making process it takes to run a successful organization on a limited budget. I have lived over half of my life in Billings and have seen the direct impact that our cultural centers have

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

I want to serve on this board to be able to ensure the mission of the Yellowstone Art Museum is successfully executed today and well into the future. I want to help the YAM bring art into the lives of our next generations as an expressive alternative to engaging in illegal behaviors related to the tumultuous risk taking tendencies of adolescence and young adulthood. I want people of all walks of life to know that art is

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

Our art museum is the only nationally accredited art museum in the state, and it is important that we continue to uphold the highest standards to ensure the rich culture of Montana is acknowledged and respected both nationally and internationally.

Signature _____ Date 04/22/2026

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: _____

Yellowstone County Commissioners
RECEIVED
APR 1 ^ 2026

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Elyssa Leininger HOME PHONE: (406) 839-6086

ADDRESS: 3560 King Ave E WORK PHONE: (406) 839-6086

CITY: Billings STATE: MT ZIP: 59101

BUSINESS OR JOB: Artist

E-MAIL ADDRESS: elyssaleininger@gmail.com

BOARD OR COMMISSION APPLIED FOR: Yellowstone Art Museum 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 a professional Western and wildlife artist with more than a decade of experience in both fine art and public art. I have painted more than 15,000 square feet of murals in the city Billings, in collaboration with schools, nonprofits, and other community organizations. I currently serve on the Board of Directors for the Montana Pro Rodeo Hall and Wall of Fame and my artwork has now helped to raise more than $100,000 for various charitable causes. Please see attached for a more detailed description of my experience and qualifications.

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

I care deeply about art and its impact on communities, and the Yellowstone Art Museum plays an important role in connecting both residents of Yellowstone County and visitors to art. As a lifelong Montanan and a professional artist and muralist, I am passionate about making art accessible, engaging, and reflective of a wide range of experiences, including our Montana culture and heritage. Please see attached for additional information.

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

Elyssa M Leininger 04-15-2026

Signature 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: _____

Elyssa Leininger
3560 King Ave E
Billings, MT 59101
elyssaleininger@gmail.com
(406) 839-6086

April 14, 2026

Board of County Commissioners
P.O. Box 35000
Billings, MT 59107-5000

Dear County Commissioners,

I am writing to express my interest in serving on the Yellowstone Art Museum Board. As a lifelong Montanan and a professional artist born and raised in Billings, I have a deep appreciation for both the arts and the traditions and heritage of our region, and I value the important role the museum plays in our community.

My work is rooted in a strong appreciation for the landscapes, wildlife, and Western heritage that define Montana, and I am committed to creating art that is accessible, engaging, and meaningful to a broad audience. Throughout my career, I have worked extensively with schools, nonprofits, and various community organizations, using art as a way to bring people together and serve the community in a tangible way. My murals have beautified more than 15,000 square feet of public spaces in Billings, and my fine art has raised more than $100,000 for local charitable causes.

My perspective has also been shaped by experiences beyond Montana, including studying art in Italy for a semester and teaching art at an orphanage in Ethiopia. These opportunities broadened my understanding of the role art plays across cultures, while reinforcing the importance of honoring and representing one's own community, heritage, and way of life.

In addition to my work as an artist, I currently serve on the Board of Directors for the Montana Pro Rodeo Hall and Wall of Fame, which, in addition to honoring our Western heritage, is the largest provider of collegiate rodeo scholarships in the nation. There, I contribute to organizational planning, fundraising, outreach, and heritage preservation. This experience has strengthened my understanding of board service and the responsibility of supporting organizations that serve the public and preserve our culture.

I have great respect for the Yellowstone Art Museum's commitment to contemporary art and diverse perspectives. I would be honored to support the museum and contribute to its continued growth and community engagement that serves both residents and those who visit our region.

Thank you for your time and consideration.

Sincerely,
Elyssa M. Leininger
Elyssa M. Leininger

Elyssa Leininger
Yellowstone County Board Application – Yellowstone Art Museum
Supplemental Responses

Question 1 – Please describe your experience or background that you believe qualifies you for service on this Board or Commission

I am a professional Western and wildlife artist born and raised in Billings, with more than a decade of experience in both fine art and public art. In 2017, I graduated with honors from Rocky Mountain College with a Bachelor of Arts in Art, earning a 4.0 GPA in my art coursework, and receiving the college's Art Award. I have since painted more than 15,000 square feet of murals in public spaces in Billings. Much of my work has been created in partnership with schools, nonprofits, and community organizations, giving me a substantial background in collaborating with people from all walks of life and creating fine art that is meaningful and available for everyone to enjoy.

I have successfully led community-driven projects involving volunteers of all ages and abilities, and I have extensive experience in teaching, public speaking, and engaging with individuals of all backgrounds, including those from underserved communities. These experiences have strengthened my ability to communicate effectively, build partnerships, and contribute to projects that serve the community. In addition to my murals, my fine art has raised more than $100,000 for charitable causes.

In addition to my professional art career, I currently serve on the Board of Directors for the Montana Pro Rodeo Hall and Wall of Fame (MPRHWF), a local nonprofit organization that not only honors and preserves our Western heritage, but is also the largest provider of collegiate rodeo scholarships in the nation. To date, the MPRHWF has awarded more than $800,000 in scholarships to Montana high school rodeo athletes. I have served on the MPRHWF Board of Directors for six consecutive years, contributing to organizational planning, fundraising efforts, community outreach, and heritage preservation.

My background combines artistic expertise, leadership experience, and a strong commitment to making art accessible by all, which would allow me to meaningfully contribute to the mission and growth of the Yellowstone Art Museum.

Elyssa Leininger
Yellowstone County Board Application – Yellowstone Art Museum
Supplemental Responses

Question 2 – Why do you wish to serve on this Board or Commission?

I wish to serve on this board because I care deeply about art and its impact on communities, and the Yellowstone Art Museum plays an important role in our community, connecting both residents of Yellowstone County and visitors to art in meaningful and lasting ways. As a lifelong Montanan and a professional artist, my work is rooted in a deep appreciation for the landscapes, culture, and heritage of our region, and I am passionate about making art accessible, relevant, and engaging to a broad audience.

I have great respect for the museum's commitment to contemporary art, diverse perspectives, and art education initiatives, and I believe there is an opportunity to continue expanding connections with the local community by celebrating a wide range of artistic voices, including those regionally, and fostering a strong sense of place, honoring our local heritage. Thoughtfully incorporating these elements alongside the existing framework can enrich the visitor experience, as well as strengthen the museum's role as a resource for both residents and visitors.

Through my experience in public art and community collaboration, I would bring a perspective that emphasizes connection, accessibility, and community engagement. I would be honored to support the Yellowstone Art Museum's continued growth and its role as a valuable community institution that inspires, welcomes, and resonates with both the local community and those who visit our region.

Elyssa Leininger – Western & Wildlife Art

elyssaleininger@gmail.com • (406) 839-6086 • elyssaleiningerart.com • 3560 King Ave E
Billings, MT 59101

Personal Summary

I am a professional Western and wildlife artist passionate about creating bold, dramatic, and uplifting public and private art that celebrates the landscapes, wildlife, and heritage of the American West. With a degree in Art and over a decade of experience, I specialize in murals, large-scale paintings, and color-driven works that intentionally evoke positivity, tranquility, and connection through color psychology. As one of Montana's largest creators of public art, I have painted over 15,000 square feet of murals, many in collaboration with schools, nonprofits, and community organizations, raising more than $200,000 for charitable causes. My work seeks to make beauty and fine art accessible to everyone while giving back to the communities that have supported me.

Skills

I am proficient in a wide range of mediums, including oil, acrylic, watercolor, and latex paints, stains, clay, oil pastels, charcoal, pencil, photography, and artistic software. My strong attention to detail allows me to create original works without reference photos, while my creativity drives innovative, conceptually rich pieces. Experienced in public speaking and community engagement, I excel with people from all walks of life, I excel at leading volunteer mural projects, produce live art demonstrations, collaborating with clients, and teaching art to people of all ages, backgrounds, and abilities.

Education

Rocky Mountain College — Billings, MT

- **Bachelor of Arts in Art** — December 2017
- **Bachelor of Science in Biology** — December 2017
- **Minor in Psychology** — December 2017
- **Art GPA** — 4.0

Art Associations

Western Heritage Artists Association — 2018 – present
WaterWorks Art Museum Artist Member — 2018 – present
Western Art Rodeo Association — 2018 – 2019
Cowgirl Artists of America — 2024 - present

Notable Art Exhibitions

Art of the Cowgirl Quick Draw — February 2026
Wickenburg, AZ

Western Heritage Artists Show & Sale — March 2019, 2022 – 2025
Great Falls, MT

Legacy 2025 Art Show - Bozeman — April 26, 2025
Bozeman, MT

Legacy 2025 Art Show – Billings — May 3, 2025
Billings, MT

Montana Pro Rodeo Hall of Fame Banquet Invitational Exhibit Billings, MT	2019-2025
Corks & Canvas Fundraiser Featured Artist Billings, MT	September 2023
WaterWorks Art Museum Annual Art Auction Art Exhibit Miles City, MT	2017, 2021, 2022, 2023
Inspire 2023 Art Show Billings, MT	May 2023
Barnes & Noble Featured Artist Billings, MT	November 2022
Berkshire Hathaway HomeServices Featured Artist **Red Lodge ArtWalk** Red Lodge, MT	2022
Rocky Mountain College Alumni Art Exhibition Billings, MT	August 2022
Generations 2022 Art Show Billings, MT	May 2022
Big Sky Blaze & Graze Invitational Exhibit Billings, MT	August 21, 2021
Wyoming Collectible Conservation Stamp Art Show Cheyenne, WY	March-May 2021
Hilands Golf Club Private Exhibition Billings, MT	December 19, 2020
WaterWorks Art Museum Juried Art Show Miles City, MT	January 31 - March 5, 2020
The Cowboy Club Invitational Solo Exhibit Billings, MT	August 15 - 17, 2019
Western Heritage Artists Footprints on the Trail Art Show Great Falls, MT	March 20 - 24, 2019
Western Art Rodeo Association Competition Great Falls, MT	March 23 - 24, 2019
North Dakota Cowboy Hall of Fame Painter-Poet Exhibit Medora, ND	June - July 2018
Ryniker-Morrison Gallery Invitational Horse Exhibit Billings, MT	April - May 2018
Big Horn County Historical Museum Featured Artist Hardin, MT	June - October 2017
Straight'n Arrow Featured Artist 2017 ArtWalk Billings, MT	May 2017
Ryniker-Morrison Gallery Senior Art Exhibition Billings, MT	April - May 2017
Villa Pieve Gala and Art Exhibition Corciano, Italy	November 2014
Montana Fair Art Exhibit Billings, MT	2014, 2015, 2016
Ryniker-Morrison Gallery Student Exhibition Billings, MT	2013, 2014, 2015, 2016

Public Art

(Please note, this is not a complete list of murals completed. These are simply some highlights and my most prominent works accessible by all members of the public.)

Walmart Murals

I was contacted by Walmart and NOW Art, in June of 2023 to create a mural for the Walmart in Laurel, Montana, as a part of the Walmart Community Mural Project. This mural depicts a cowboy on his horse overlooking a locomotive in the valley, surrounded by sandstone rimrocks and the distant Beartooth Mountains. I have since partnered with Walmart and NOW Art to create a variety of murals across the country depicting landscapes, native wildlife and plants, and structures local to each area. Each mural incorporates themes provided by the local Walmart store managers. I now have murals in Walmart stores in Laurel, MT, Havre, MT, Helena, MT, Crossett, AR, Salem, MO, Dodge City, KS, Salem, OR, and Stamford, TX.

Miles City Mural

I was commissioned by the Miles City Art Walk in the summer of 2025 to design and create a mural reflecting the landscape and culture of Eastern Montana. This mural depicts big skies with vibrant clouds, rugged badland hills, horses, and native plants. This mural was created on panels and installed on the You 1st Insurance building on Main Street in Miles, City, MT.

Billings Public Schools Special Education Classrooms

In May of 2025, I volunteered my time to work with special education students at Billings Senior High School to create three uplifting murals in their classrooms. The students primed the surfaces, painted the background colors, and varnished the murals, while I painted the details. After spending a day conversing with students, we decided to create murals that featured the school colors and depict themes the students were interested in. One was a cow and calf bison, one was the school mascot, a "bronc," and the final one was a bull bison and an eagle. All the murals depicted local scenery and had native plants and butterflies for added interest. This project was special to me, as my brother is disabled and was in special education classes in the Billings Public Schools. I plan to continue this project in the coming months by painting murals in the special education classes in the other two Billings Public Schools.

Suicide Prevention Coalition of Yellowstone County

In the summer of 2023, I partnered with the Suicide Prevention Coalition of Yellowstone County to create two uplifting murals that incorporate 988, the crisis hotline. These murals were aimed to provide beauty, art, and joy for two at-risk populations. One was in the YWCA shelter for abused women and children, and the other was on the Mental Health Center in the North Park neighborhood, which Billings' most at-risk neighborhood with the lowest income and highest number of suicide-related 911 calls. Both murals utilize color psychology to feel uplifting and soothing. The YWCA mural depicts a warm sunrise over a meadow with an abundance of wildflowers, butterflies, ladybugs, birds, and a cow and calf bison, with ponderosa pine trees branching out around the corners and down the halls. During the creation of the mural, I allowed the mothers and children staying in the shelter to paint with me, making the project even more meaningful.

The Mental Health Center mural depicts the scene from Four Dances Natural Area, which is on the rimrocks overlooking Billings and the Yellowstone River. It features bison, elk, a variety of native plants, hidden creatures, sandstone rocks, and ponderosa pines. This mural is located in Billings' most low-income and underserved neighborhood with the highest rate of suicide and mental health-related calls in Billings. This was one of my most rewarding projects, as I interacted with countless individuals, many of whom lived on the streets, who expressed gratitude for my work and for the beauty in a disadvantaged neighborhood.

Big Timber Mural

In June of 2024, I was commissioned by Vitality Partners of Big Timber to paint a mural on McCleod Street in Big Timber, MT. This mural says, "Welcome to Big Timber," and depicts sunglasses reflecting the Crazy Mountains, local wildflowers, and elk antlers. This mural was designed to brighten up the down and serve as a photo opportunity for tourists.

South Park Murals

I currently have two murals located in South Park in Billings, MT. In the summer of 2023, I partnered with a Girl Scout troop from one of the most underserved neighborhoods in in Billings, Montana to paint a mural on theneglected 110-year-old building that houses the locker rooms and equipment for the oldest pool in the city. This mural features warm, vibrant colors, Western landscapes, Montana wildlife, and the phrase, "You are worthy of love and belonging." All materials for this mural were donated by local stores and community members, and my time and work were volunteered and donated. Throughout this process, the Girl Scouts painted large blocks of color and learned allthe steps behind creating a mural.

In the spring of 2024, I was asked by Raza Unida (the Hispanic heritage club for the Billings Public Schools) to design and paint a mural on South Park's maintenance equipment building and involve the students in the process. This mural depicted Our Lady of Guadalupe over traditional Aztec patterns and featured various elements of Billings, monarch butterflies, pink roses, the bitterroot flower, and a blooming prickly pear cactus, as well as all the flags of the Spanish-speaking countries. Paint was donated by a local painting and contracting company, and I donated all my time and work. The kids filled in major blocks of color and sketched the design with chalk using a projector, while I painted all the details. I spent roughly one hundred hours on this mural. We have now added flower beds and a community library box filled with free books and several catholic churches in the state have made pilgrimages to the mural.

Bloomberg Philanthropies Asphalt Art Project

In September of 2021, the Billings Industrial Revitalization District (BIRD) and Billings Mayor Bill Cole received the Bloomberg Philanthropies Asphalt Art Grant for the City of Billings. I was selected by a committee in the summer of 2022 to design and paint murals on the streets near North Park in Billings. I created 16 individual murals in the intersections of 8th Avenue North and North 22nd Street, and 8th Avenue North and North 19thStreet. These "bump-out" teardrop-shaped murals were designed to slow traffic by funneling the vehicles into the center of the road as they approach the intersection. The goal of the Bloomberg Philanthropies Asphalt Art Project was to create a safer environment near the park for both pedestrians and traffic, and to generate community pride by adding public art to a historically low-income neighborhood. These murals depicted bears, eagles, bison, elk, and mule deer, with vibrant skies, mountains, and sagebrush, and were surrounded by white reflectors.

Community Crisis Center Mural

In April of 2022, I was selected by the Community Crisis Center in Billings, Montana to design and paint murals on three walls of their waiting room. These murals depict bison roaming the Yellowstone Valley, birds, the Yellowstone River, and native plants. This mural is trauma-informed, depicting images and colors that evoke only positive emotions. The purpose of this mural was to provide a welcoming and uplifting atmosphere for individuals in crisis. Several of the individuals who have visited the Crisis Center have visited with me while creating other public art, and they expressed gratitude for the transformation of the space in which they sit during the worst days of their lives.

"Rise and Shine: A Mural for the Community" – 6th Street West Underpass Mural

In May of 2020, I was selected by the Billings South Side Neighborhood Task Force to work with members of the community to design and paint a 2,100+ square foot mural on the western wall of the 6th Street West Underpass in Billings, Montana. This was my very first mural and the most special to me. After more than

1,000 hours of work, I completed the initial mural on November 5th, 2020. The mural depicts a warm sunrise engulfing the recognizable landscapes surrounding the Yellowstone Valley and features 70 creatures. In 2021, I again partnered with the South Side Neighborhood Task Force to expand the mural. The expansion was an additional 1,200 square feet and covered the ceiling and columns of the underpass walkway to create an art immersion experience, as well as sections on the eastern side of the underpass, to create the feel of a public art installation.This project was designed to bring fine art to an underserved area of town, to foster community pride, and to encourage and inspire individuals from all walks of life. There is a scavenger hunt list on my website and often posted in the underpass where people can hunt for all the hidden creatures, objects, and Montana state symbols. School classes, group homes, nursing home residents, and various other groups have taken trips to complete the scavenger hunt. The entirety of my stipend was spent on supplies, but throughout my time working there, I received hundreds of random acts of kindness from strangers and the project was life-changing.

"Gateway to the Yellowstone" – North 13th Street Underpass

In August of 2021, I partnered with the Billings South Side Neighborhood Task Force to paint a 1,200 square foot mural on a section of the North 13th Street underpass in Billings, Montana to coordinate with the "Rise & Shine" mural. This initial portion was completed in September of 2021. In August of 2022, I obtained permission and received an encroachment permit from the Montana Department of Transportation to expand the mural, as an individual. Working without an agency or organization, the expansion was completely voluntary and I funded the project myself, with the help of a few small donations from community members. The expansion nearly tripled the mural size, making it approximately 3,500 square feet. This mural depicts a view of the Yellowstone Valley from Swords Park and features a herd of bison, as well as small hidden creatures.

Walk-In Coolers – Dickey's Barbecue Pit and The Marble Table

In May of 2021, I was commissioned by the local restaurants The Marble Table and Dickey's Barbecue Pit to paint two walk-in coolers in an alley in downtown Billings, off Montana Avenue behind the restaurants. These two murals depict Western themes, including warm sunrises, cowboys, horses, cattle, and bison.

"Along the Yellowstone" - Downtown Billings, Montana Traffic Signal Box

In October of 2019, I was commissioned by Downtown Billings Alliance to create a custom design that was printed onto a wrap that covers the traffic signal box at the intersection of 27th Street and 1st Avenue North in Billings, Montana. The wrap was installed in 2020. "Along the Yellowstone" depicts the changing of the seasons along the Yellowstone River and it features a cowboy on his sorrel horse, a bison, a bull elk, and two mule deer.

Notable Awards

Best of Montana by *Distinctly Montana* Best Montana Artist	2025
WaterWorks Art Museum Art Auction Top Selling Piece	2025
Western Heritage Artists Association Artists' Choice Award	2022, 2023, 2024, 2025
***Portfolio* Western Art Week Most Distinguished Body of Work**	2024
***COWGIRL Magazine* 30 Under 30 Award**	2024
WaterWorks Art Museum People's Choice Award	2024, 2021
Ambassador For Peace Award	2024
Western Heritage Artists Association People's Choice Award	2023
Billings 40 Under 40 Award	2023
Top 4 Billings Remarkable Women of the Year	2021
Montana Pro Rodeo Hall & Wall of Fame Catalog Cover Artist	2021
Wyoming Collectible Conservation Stamp Art Show 4th Place	2021
Rocky Mountain College Art Award	2017
George and Charlotte Ainslie Art Scholarship Endowment	2016, 2017
Rocky Mountain College Art Scholarship	2015, 2016, 2017
Montana Fair	
• **Montana Fair Best in Show**	2016

- **Montana Fair Judge's Choice Award** 2016
- **Montana Fair Decorative Arts First Place Oils** 2016
- **Montana Fair Decorative Arts First Place Acrylics** 2016
- **Montana Fair Art Barn Choice Award** 2015
- **Montana Fair Fine Arts First Place Watercolor** 2015
- **Montana Fair Best in Show** 2014
- **Montana Fair Sculpting First Place** 2014

Notable Publications

Distinctly Montana Magazine	Autumn 2025
Portfolio Art Magazine	March 2020, 2025
COWGIRL Magazine	February 2024
Prime Connections Magazine	August 2022
Wyoming Wildlife Magazine	April 2021
Yellowstone Valley Woman Magazine	November 2020, 2021
The Russell **Catalogue**	March 2020
Treasure State Lifestyles Montana **Magazine**	March 2019, 2020
Cowboys and Indians **Magazine**	May 2019

Other

- My work has raised approximately $200,000 for local charities and Montana Veterans. I donate countless pieces to auctions and fundraisers benefiting charities and organizations, including the Montana Pro Rodeo Hall & Wall of Fame, the Northern International Livestock Exposition (NILE) Foundation, Ronald McDonald House Charities, Murdered and Missing Indigenous Women, Veterans Navigation Network, Rocky Mountain Elk Foundation, Special K Ranch, Big Brothers Big Sisters, and Boys and Girls Club, etc.
- I created a license plate design for the Veterans Navigation Network (VNN), an organization that provides resources for Montana veterans and their families. This license plate design became available for all Montana drivers in March of 2024 and in one year, it raised $100,000 for VNN.
- I have created four murals in bedrooms in the Residential Support Services group home for disabled individuals, catering the murals to each of the individuals' personal interests.
- In October of 2023, I was honored with the opportunity to deliver a TEDx Talk about the power of public art at the 2023 TEDxBillings event. It was aired nationally on the TEDx YouTube channel.
- I regularly speak at events and fundraisers, and to various clubs, organizations, and schools, about my story, public art and its importance, color psychology, fostering creativity in youth, and pursuing one's passions.
- Through my public art, I have had the opportunity to teach and work with a diverse array of volunteers of all ages and walks of life, including members of Billings' homeless community, prison prerelease individuals, and people who don't speak English.
- In the winter months of 2020 and 2021, I volunteered to help provide shelter at First Christian Church for individuals experiencing homelessness. During my shifts, I brought paints and supplies and painted with the individuals at the shelter.
- In 2018, I went to the New Hope Orphanage in Ethiopia, to which I brought 50 watercolor kits, more than 500 oil pastels, boxes of pencils, and paper. There, I shared my passion for art and the American West and I taught the children how to paint and draw.
- In 2014, I spent a semester in Italy studying art.

Artist Biography

Born and raised amid the rugged beauty of Montana, Billings artist Elyssa Leininger creates dramatic, vivid paintings inspired by her Western lifestyle and love for the American West. At 17, Elyssa underwent a heart operation that resulted in complications. Upon recovery, she viewed the world and life as more vibrant and sacred, and it inspired the artistic visions she now shares through her work. During a semester abroad in Italy, she discovered a profound passion for art that would shape her career.

Elyssa graduated with honors from Rocky Mountain College in 2017, earning bachelor's degrees in Art and Biology, a minor in Psychology, and the Rocky Mountain College Art Award. Since then, she has completed more than 15,000 square feet of murals, including monumental works on Billings' busiest underpasses, establishing herself as one of Montana's largest creators of public art.

Committed to giving back to the community that has given her so much, Elyssa's work has raised around $200,000 for charities and nonprofit organizations. She is an active member of the Western Heritage Artists Association and Cowgirl Artists of America and serves on the Board of Directors for the Montana Pro Rodeo Hall and Wall of Fame. Through her art, Elyssa celebrates the landscapes, wildlife, and people of the American West, creating works that are accessible, inspiring, and deeply connected to her community.

Artist Statement

Growing up in Montana, surrounded by its rugged landscapes, wildlife, and Western heritage, I am constantly inspired by the land and the animals and people who inhabit it. My art expresses my emotions, experiences, and deep love for the American West, its animals, and the cowboys and cowgirls who carry on its legacy. As a colorist, I intentionally use color psychology to evoke specific emotions, connecting viewers to the scenes I create. While the act of painting fulfills my own need for self-expression, my ultimate goal is to share the spirit of the West with others, creating works that inspire, engage, and make fine art accessible to all, while allowing the viewers to experience my passions.

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Anne Holub HOME PHONE: (773) 715-1111

ADDRESS: 2924 Ronan Drive WORK PHONE: _____

CITY: Billings STATE: MT ZIP: 59102

BUSINESS OR JOB: Freelance Writer and Content Strategist

E-MAIL ADDRESS: anne.holub@gmail.com

BOARD OR COMMISSION APPLIED FOR: Yellowstone Art Museum

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 served on several boards, including those focused on the arts community, and have experience in fundraising and providing long-term governance direction for nonprofit institutions, specifically related to art, education, and the public. I also have specific experience as a volunteer with the Yellowstone Art Museum (YAM) as its first writer-in-residence (Feb 2024-Jan 2025), and in several volunteer and paid positions, including as an arts educator in Billings. (See attached CV)

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

I care deeply about the arts community in Billings, including how the public can be affected by access to art, arts education, and the role of art in our understanding of our world. As a board member, I would have a great opportunity to serve my community in Yellowstone County, and to also help guide the museum for years to come.

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

I see the role of the museum and art in Billings as a vital role for growing a stronger community. I've spent the last decade in this city volunteering my time at every available moment, and service on this board is another way I can actively give back to the people here.

A S Holub 04/23/2026

Signature **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:** _____

Anne Stewart Holub

2924 Ronan Drive, Billings, MT 59102 | (773) 715-1111 | aholub.com | anne.holub@gmail.com

EDUCATION

Degrees

M.F.A. Creative Writing, University of Montana, Missoula, MT. May 2003
M.A. English and Creative Writing, Hollins University, Roanoke, VA. May 2001
B.A. English Language and Literature, University of Virginia, Charlottesville, VA. May 1999

Awards, Grants, and Scholarships

Strategic Investment Grant, Montana Arts Council FY 2025-2026.
Strategic Investment Grant, Montana Arts Council FY 2024-2025.
"Mudslides," Runner-up, Mountain West Writers Contest, *Western Humanities Review,* 2022
27 Threats to Everyday Life, Semi-finalist. New Women's Voices Chapbook Contest, Finishing Line Press, 2021
Bertha Morton Graduate Student Scholarship. University of Montana, 2002-03
Rachel St. Paul Poetry Prize, Honorable Mention. University of Virginia, 1999

PROFESSIONAL POETRY

Residencies

Writer-in-Residence. Yellowstone Art Museum, Billings, MT. February 2024-January 2025
Artist-in-Residence. Open AIR. Flathead Lake Biological Station, MT. Spring 2019

Current Projects

Host "The Write Along," biweekly sessions at Yellowstone Art Museum. Public writing sessions to facilitate visitors' approach to observing and responding to art. Specifically focused on Kent Monkman's large-format painting, "Death of Adonis" (2006) on exhibit at the museum. January 2026-April 2026
"ArtWords Writing Competition." Created a grade-school student writing contest with the Yellowstone Art Museum, Billings, MT. (2024-ongoing)
"Cowboy Bones" – A full-length book of ekphrastic poetry about art (in progress - forthcoming from Pryor Press)
"Wish You Weren't Here" – A full-length book of postcard poetry (in progress)
"Poetry Postcards" – Live on-demand composition and typing of short poems on vintage postcards. Billings, MT. Fall 2019-present

PUBLICATIONS

Books

27 Threats to Everyday Life, poetry chapbook (Finishing Line Press 2023)

Anthologies

Poem "Dusk on the Upper Clark Fork," in *A Literary Field Guide to the Rocky Mountains* (forthcoming from Mountaineers Books 2027)
Poems "Blindness" and "Stone: Summer/Winter," in *Bright Bones: Contemporary Montana Writing*, (Open Country Press 2018)

Literary Journals

"How to Find a Bird," *The Festival Review* (Winter 2023)
"Mudslides," *Western Humanities Review* (Winter 2022)
"Mesothelioma Sestina," *Plainsongs Review* (2022)
"Feeder," *Great Lakes Review* (2022)
"Dive," *West Trade Review* (2022)

"Insomnia," *West Trade Review,* including audio exclusive (2022)
"Wildfire," the *Clackamas Literary Review,* issue 26 (2022)
"Evacuation," and "Seizing," *the tiny journal*, issue v (2022)
"Bears," *New Plains Review* (Fall 2021)
"Waiting, With One Hand Raised," and "On the Steps of Cocke Hall," *The Doubleback Review*, Issue 2.2 (October 2020)
"Traffic" and "Thrown," the *Mississippi Review* (Fall 2006)
"Wake," *Phoebe: A Journal of Literary Arts* (Fall 2003)
"Sim," *International Poetry Review* (Spring 2003)
"At the Edge of the World," *The Asheville Poetry Review* (Spring 2003)
"Most Hours," *The Beacon Street Review* (May 2003)
"Motion: Hammer (Swing)," *The Beacon Street Review* (May 2002)

Digital Poetry Multimedia

Reading and discussion of my poem "Insomnia," with West Trade Review (online exclusive) 2022
"We Owe Chicago," published online at Gapersblock.com, (September 18, 2014)
Read "Aubade" poem on Chicago Public Radio's program "Eight Forty-Eight," (10/2005)
Read "September Poem" on Chicago Public Radio's program "Eight Forty-Eight," (9/6/05)

Book Reviews

Impressions of "Rock On: An Office Power Ballad" by Dan Kennedy, published in *Field-Tested Books*, (Coudal Partners) (2008)
Impressions of "Actual Air" by David Berman, published in *Field-Tested Books*, (Coudal Partners) (2006)
Book review of *As for Dream* by Saskia Hamilton in *The Hollins Critic* (June 2003)
Book review of *Manderlay* by Rebecca Woolf in *The Hollins Critic* (December 2002)
Book review of *Pearly Everlasting* by Thomas Reiter in *The Hollins Critic* (June 2002)
Book review of *For the Century's End: Poems 1990–1999* by John Haines in *The Hollins Critic* (Dec 2001)
Book review of *The Beforelife* by Franz Wright in *The Hollins Critic* (June 2001)
Book review of *Evidence* by Katherine Harnett Shaw in *The Hollins Critic* (April 2001)
Book review of *Fugitive Red* by Karen Donovan in *The Hollins Critic* (February 2001)

MEDIA

Interviews

Feature article, "Inaugural YAM writer-in-residence looking back at year artfully done," Billings Gazette, Pub date: January 19, 2025. (PDF)
Television news KTVQ - Billings, MT, "Yellowstone Art Museum selects first writer in residence." Airdate: June 26, 2024. (PDF)
On Yellowstone Public Radio's program, "Resounds: Arts and Culture on the High Plains." Airdate: April 24, 2023.

PROFESSIONAL DEVELOPMENT

Conferences

Association of Writers & Writing Programs (AWP) Annual Conference 2026, Baltimore, MD.
Association of Writers & Writing Programs (AWP) Annual Conference 2025, Los Angeles, CA.
Montana Book Festival. Author panel "What Doesn't Kill You Makes You Stronger: Poetry about Sex, Death, and the Natural World." Missoula, MT. (September 9, 2023)
Association of Writers & Writing Programs (AWP) Annual Conference 2023, Seattle, WA.
Presentation of academic paper "Seeking Our Broken Selves: The Poet's World of 'Truth' Within the Poem," at the University of Montana, College of Arts and Sciences Graduate Student and Faculty Research Conference. Missoula, MT. (May 3, 2003)

Public Readings

Poetry Jam. Hosted and read at a public poetry reading. Julia Louis-Dreyfest Art and Music Festival, Billings, MT. (August 2024.)
Poetry Reading. Hosted by the English Department, Rocky Mountain College. Billings, MT (September 5, 2023)
Poetry Jam. Public poetry reading. Julia Louis-Dreyfest Art and Music Festival, Billings, MT. (August 2023.)
Book launch. *27 Threats to Everyday Life* at This House of Books. Billings, MT (April 2023)
Opening Reception for the exhibition "Translating Place: First Year Open AIR Resident Exhibition," Gallery of Visual Arts, University of Montana, Missoula, MT (September 2019)
Montana Book Festival, *Bright Bones* authors reading, Missoula, MT (September 2018)
Tuesday Funk, Live lit performance, Chicago, IL (September 2014)
Miss Spoken, Live woman-led lit performance, Chicago, IL (June 2014)
Around the Coyote Arts Festival, Poetry Center of Chicago, Chicago, IL (September 2005)
NOW Chicago "Love Your Body Day" Poetry Reading, Chicago, IL (October 2004)
NOW Chicago "Love Your Body Day" Poetry Reading, Chicago, IL (October 2003)
Thesis Reading, Roxy Theater, Missoula, MT (May 2003)
Second Wind, Missoula, MT (October 2002)
Hellgate High School Literary Festival, Missoula, MT (April 2002)
Grapheon, Hollins University, Roanoke, VA (October 2000)
4th-year Poetry Reading, University of Virginia, Charlottesville, VA (May 1999)
Undergraduate Reading Series, University of Virginia (November 1998)
Undergraduate Reading Series, University of Virginia (March 1997)

TEACHING EXPERIENCE

Poetry Teacher. January-May 2026. Young Poets program, Billings, MT. Teach poetry and creative writing to two 3rd-grade classrooms at Orchard Elementary School. The twelve-week program includes weekly classroom instruction on creative writing, specifically poetry. Ends with the production of a print anthology of students' writing. Reading and writing intensive.

CRWR 200-800 Instructor. January–May 2025. Montana State University Billings, Billings, MT. Instructor for online asynchronous course at MSU-B spring 2025 semester. Two sections. Introduction to poetry and fiction with reading and creative writing responses. Reading, writing, and workshop intensive.

WRIT 101 Instructor. September–December 2024. Montana State University Billings, Billings, MT. Reading, writing, and discussion and participation intensive. Provided comprehensive instruction in writing competencies that are expected of college students. Course focused on writing as a problem-solving process, patterns of organization in personal and informative writing, logical thinking, as well as style in argumentative, persuasive and research writing.

Poetry Teacher. "Exploring the Language of Love." February 2024. Montana Audubon Center, Billings, MT. The curriculum included reading "love" poems as well as discussion on how to find inspiration through language to discuss the concept of "taste" in relationships with additional exploration of food and wine pairings for visceral, personal experiences. Reading and discussion intensive.

Poetry Teacher. "Exploring Nature Poetry." October 2023. Montana Audubon Center, Billings, MT. It included reading contemporary and classic nature poems as well as a discussion on how to find inspiration through language to better understand human interaction in natural environments. The syllabus included poems by Emily Dickinson, Galway Kinnell, Robert Francis, and Davis McCombs. Reading and discussion intensive.

Poet-in-Residence. Poetry Center of Chicago, Hands on Stanzas Program. October 2004-May 2005. Gale Community Academy, Chicago, IL.Taught multiple poetry workshops for three eighth-grade classrooms in the Chicago Public Schools. Lessons stressed poetic techniques: observation, imagination, writing skills, and risk-taking. Studied Hayden, Dove, Giovanni, Williams, Neruda, and Richard Wright, among other poets. Writing intensive.

Volunteer Poetry Teacher. January 2003, Hellgate High School, Missoula, MT. Co-designed and taught. Creative writing classes for high school seniors with a focus on an introduction to contemporary poetic forms and writing techniques. Studied poets including Tate, Stafford, Ginsberg, Plath, Bishop, Bukowski, Coleman, Baraka, Simic, and Glück. Writing intensive.

English Composition Tutor. September 2002-May 2003. University of Montana. Weekly sessions with individual students in beginning composition classes to develop pre-writing and composition techniques as well as critical thinking and analysis skills. Writing intensive.

English Composition Paper Grader. September 2002-May 2003. Missoula College – University of Montana. Graded classroom term papers in general professional writing courses for city college. Followed general rubrics for the assignment to mark up and assign a paper grade for several classes of basic writing courses.

Volunteer Poetry Teacher. October 1997-May 1999. Greer Elementary School, Charlottesville, VA. Poetry in the Schools Program, sponsored by the University of Virginia. Designed and taught. Creative writing class for second-grade students intended to promote writing skills and imaginative thinking. Writing intensive.

Professional Activities

Poetry Submission Reader, *The Rumpus*, September 2024-May 2025
Manuscript Reader, Alice James Books, Alice James Award, Spring-Summer 2023
Jury Panelist, Open AIR Artist Residency for 2023 cohort, Spring 2023
Editor and Contributing Writer, Gapersblock.com, Chicago, IL, 2004-2015
Editor-in-Chief, *CutBank*, University of Montana, 2002-2003
Associate Poetry Editor, *CutBank*, University of Montana. 2001-2002
Associate Editor, *Meridian*, University of Virginia, 1999

Volunteer & Community Outreach

Volunteer, River Arts & Books, community bookstore, Roscoe, MT, 2025-present
Presenter, Annual Billings Sketchbook Symposium, Billings, MT 2024-present
Co-Founder and Regional Chair, UVA Club of Montana, 2023-present
Junior League of Billings, MT, 2015-2017

Work Experience

Freelance copywriter and content strategist. 2004-present
Digital Content Producer, SoFi.com, January 2024 - May 2025
Senior Writer, The Midst. 2023-2025
Terakeet, Syracuse, NY (remote), Content Lead. 2021-2023
Terakeet, Syracuse, NY (remote), Senior Digital Content Specialist. 2020-2021
Kinetic Marketing & Creative, Billings, MT, Copywriter. 2016-2017
Walgreens, Chicago, IL, Senior Digital Copywriter. 2013-2015
Gapersblock.com, Chicago, IL, Editor, Music Section. 2004-2015
United Airlines, Chicago, IL, Senior Web Editor. 2011-2013
Chicago Metropolitan Agency for Planning, Web Communications Specialist. 2009-2011
Holt McDougal Publishers. Evanston, IL. Associate Editor. 2004-2008

Arcadia Publishing. Chicago, IL. Production Editor. 2003-2004
Silverchair Science and Communications. Charlottesville, VA. Editorial Asst. 1999-2000
Pearson Custom Publishing. Boston, MA. Rights and Research Editor. May-August 1999
University Press of Virginia. Charlottesville, VA. Rights & Permissions Dept. Intern 1998-1999

Boards and Memberships

Academy of American Poets, 2024-present
Association of Writers and Writing Programs (AWP), 2022-present
National Organization for Women, Montana Chapter. 2022-present
Freelancers Union, 2018-present
Junior League of Billings, MT, Communications Council, 2015-2017
Foundations of Music, Associate Board Member, Chicago, IL 2009-2014
Phi Alpha Theta. Upsilon Mu Chapter of the International History Honor Society, 1998
Sigma Tau Delta. Epsilon Tau Chapter of the International English Honor Society, 1998

Yellowstone County Commissioners
RECEIVED

APR 23 2026

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Susan Sullivan HOME PHONE: 672-5140

ADDRESS: 810 Bluegrass Place WORK PHONE: 672-5140

CITY: Billings STATE: MT ZIP: 59106

BUSINESS OR JOB: RBC Wealth Management / Financial Advisor / Stock Broker

E-MAIL ADDRESS: smsullivan810@gmail.com

BOARD OR COMMISSION APPLIED FOR: Yellowstone Art Museum

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 active at the YAM for over 25 plus years. Mostly recently I served on the Executive Board, Chair of the Finance Committe, and the Board of Trustees. I was "termed out" on 12/31/2025 based on the bylaws of the YAM. I pershaps have the deepest knowledge of the YAM's finances and day-to-day operating budget, cash flow, Endowment Campaign, compliance requirements to maintain the YAM's accrediation, etc than any current board member,simply due to these past positions I held.

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

The YAM is in a very strong growth mode in its programs to meet the art education requirements and cultural aspects of this region. My company, RBC Wealth Mgt, has contributed to the YAM's education program for the past 3 years .. $3,000 to $4,000 per year, becasue I am an employee of the ~~YAM.~~ RBC. Secondly, I have personally contributed over $30,000 plus of my own money in the past 18 months.

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

I am a strong community leader ... I am not afraid to ask for money ... whether for the YAM Endowment or from the County Commissioners to re-state the YAM's portfion of the mill levy. The YAM is central to downtown Billings and impactful to the community. Many professions looking at moving to Billings look for cultural aspects as visionary reasons to re-locate to Billings. And most importantly, the YAM art education program reaches the teens & smaller kids that do not have the finances.

Susan Sullivan 04/23/2026

Signature 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: 06/04/2026

Title: CLOSED: Claims- Altwine, Kechanin

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

CLOSED: Claims Altwine, Kechanin

BACKGROUND:

CLOSED

RECOMMENDED ACTION:

Agenda Item
