

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 - JULY 9, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Planning Department** - Shop House Acres Subdivision, County Major Preliminary Plat
2. **Public Works** - County Construction and Maintenance Agreement HSIP STW-0(072) SF 249
BILLINGS DISTRICT SIGNS
3. **FWP - Mike Ruggles** - Introduction/Updated Agreement/Statutory Update/Regional Activities
Updates

COMMISSIONERS

1. Board Recommendation - Kevin McGovern to Lockwood TEDD
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: Treasurer - Personnel

CLOSED: HR Personnel

Meeting Date: 07/09/2026

SUBJECT: Shop House Acres Subdivision, County Major Preliminary Plat

THROUGH: Dave Green

FROM: Dave Green

TOPIC

Planning Department - Shop House Acres Subdivision, County Major Preliminary Plat

INTRODUCTION

On May 1, 2026, IMEG, for Levi Britton, applied for preliminary major plat approval of Shop House Acres Subdivision. The subdivision will create 49 lots for residential/commercial development. The subject property is generally located west of South 80th Street West, south of Wisner Avenue which is south of King Avenue West. Tax ID D00207. This parcel of land is outside county zoning. These lots will be for shop buildings for businesses and hobby shops. There will be cisterns and septic available at each lot should the lot purchaser want to include a single bedroom dwelling unit with the shop. Shop World 406 LLC, located south of Monad Road and east of Eggebrecht Lane is another example of shops with some of them having water and septic on the lot.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners that the preliminary plat of Shop House Acres Subdivision be conditionally approved, variance accepted, and the Findings of Fact adopted as presented in the staff report.

VARIANCE REQUESTED

One variance is requested: The applicant has requested a variance from Section 4.6.B.1, of the Yellowstone County Subdivision Regulations, which outlines a connection to undeveloped / underdeveloped land surrounding proposed subdivisions. The maximum distance between those connections is 600 feet.

Staff is recommending approval of the variance request. Further explanation and analysis can be found in Attachment A.

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To provide a maintenance mechanism for the new sections of public roads with the subdivision and to protect public health and safety, prior to final plat approval, the applicant will petition to create an RSID for the future maintenance of the public roads.
3. To protect public health and safety with proper consideration given to road conditions and site distance, prior to final plat approval, the applicant will provide analysis from a professional engineer that site distance, in accordance with AASHTO, has been met for the proposed access locations. Failure to obtain safe site distances per the engineering analysis will require relocation of the entrances to the subdivision. Public Works must review and approve the intersection locations prior to final plat approval.
4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings of the dry hydrant system to Laurel Fire Department for review and approval. Once installed, the applicant will request the Laurel Fire Department test the system to ensure it works correctly and get a sign off from Laurel Fire Department. The applicant will also create an RSID for the dry hydrant system. The applicant will also coordinate with the Laurel Fire Department, and

provide a Knox Box to obtain access to structures behind the gate should there be a fire inside the subdivision.

5. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

6. To minimize effects on the natural environment, prior to final plat approval, a weed management plan and property inspection shall be completed by the County Weed Department.

7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

8. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

Pre-Application Meeting: January 29, 2026

Preliminary Plat application submitted to Planning Division: May 1, 2026

Departmental Review Meeting: May 14, 2026

Preliminary Plat Resubmittal: May 21, 2026

Planning Board Plat Review: June 9, 2026

Planning Board Public Hearing: June 23, 2026

Preliminary Plat to Board of County Commissioners: July 21, 2026

60 Working-Day Preliminary Plat Review period ends: July 28, 2026

PLAT INFORMATION

General location: South 80th Street West, south of Wisner Avenue which is south of King Avenue West.

Legal Description: Located in Section 14, Township 1S, Range 24E or more specifically: S14, T01 S, R24 E, N2N2E2SE4 N1/2N1/2E1/2SE 14-1S-24. Tax ID D00207.

Owner/Subdivider: Las Palmas LLC, Levi Britton

Surveyor/Engineer: IMEG

Existing Zoning: Outside of zoning

Proposed Zoning: None

Existing Land Use: Grazing land

Proposed Land Use: Residential/Commercial

Gross area: 19.78 acres

Net area:

Proposed number of lots: 49

Max.: 48,907 square feet

Min.: 14,841 square feet

Parkland requirements: Subdivision regulations require a dedication of 1.93 acres. The applicant is providing a cash-in-lieu contribution for parkland.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Planning Board Discussion June 9, 2026: Staff gave a brief presentation about the proposed subdivision to the Planning Board. After the presentation, staff stood for any questions that the Planning Board may have concerning the subdivision. One board member asked the reason for public roads turning to private. Staff responded that Yellowstone County requires the dry hydrants to be on public roads in addition to the need of queuing space for the vehicle to get off S 80th St W before coming to the gate. Board member Staley asked if a condition could be added. He stated that because of the electronic gate requirement, the fire department needs to have a Knox box to be able to access the structures behind the gate in case of a fire. Staff recommended that condition #4 be modified to include the requirement for a Knox box for the Laurel Fire Department. Matt Suek, agent, stood to answer questions. Board member Stephenson asked

if they had heard anything from surrounding property owners. Mr. Suek stated he had not heard anything from surrounding neighbors. There were no other questions from the board.

Planning Board Public Hearing June 23, 2026: Staff gave a brief presentation to the Planning Board about the proposed subdivision. After the presentation, staff asked if there were any questions from the board, for staff. There were no questions for staff from the board. The Planning Board President opened the public hearing. One neighbor stood to speak to the board about a concern they had about how the new subdivision was handling the stormwater. They were concerned that stormwater from the subdivision would flood their property and home. They asked that the developer put a culvert under their driveway so the stormwater that runs in the drainage ditch along South 80th Street West would go under their driveway and not over their driveway. The developer was present at the meeting and stated he would be willing to put in the culvert for them to let water run under their driveway and down South 80th Street West as it has historically done. They had no other concerns or questions. No one else stood to speak for or against the proposed subdivision.

The public hearing was closed, and a motion was made to recommend conditional approval, approval of the variance and the Findings of Fact to the Board of County Commissioners. The motion was seconded and unanimously approved.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attached Findings of Fact.

CONCLUSIONS OF FINDINGS OF FACT

See attached Findings of Fact.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners that the preliminary plat of Shop House Acres Subdivision be conditionally approved, variance accepted, and the Findings of Fact adopted as presented in the staff report.

Attachments

Proposed Plat

Draft SIA

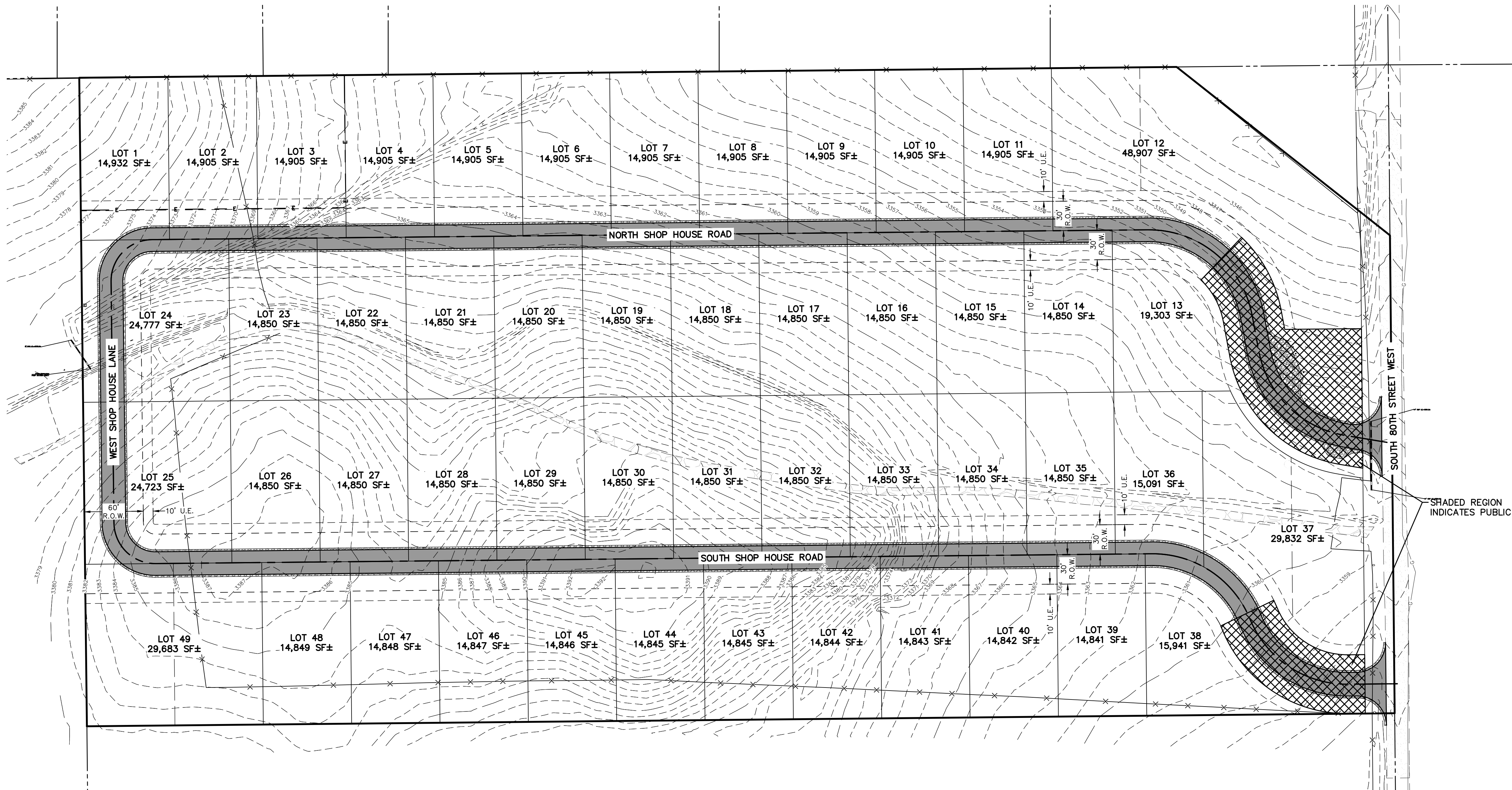
Findings of Fact

Variance Application from Agent

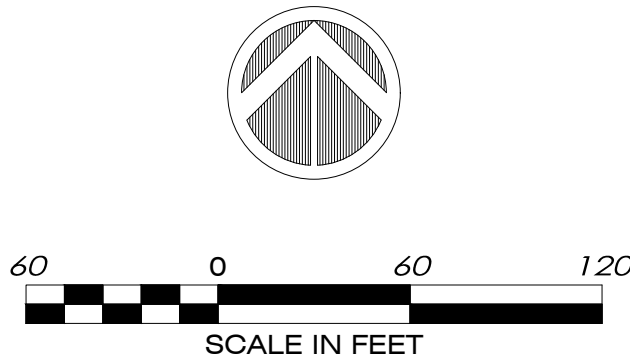
Attachment A - Staff variance review

PRELIMINARY PLAT OF
SHOP HOUSE ACRES SUBDIVISION

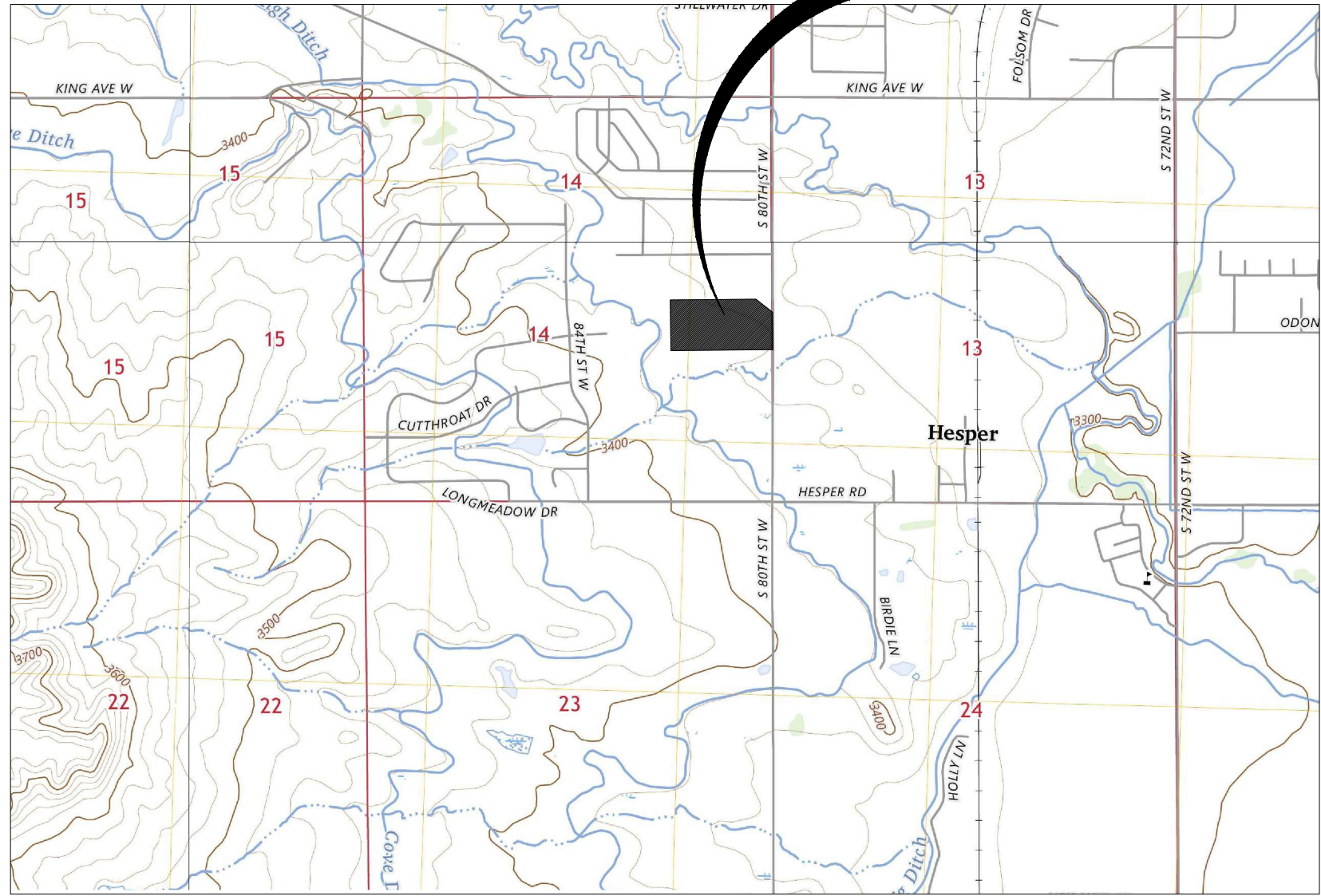
LOCATED IN N1/2, SE1/4, SE1/4 SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA



BASIS OF BEARING
STATE PLANE MONTANA - ZONE 2500
GROUND (TRUE) DISTANCES
RECORD OWNER:
LAS PALMAS, L.L.C.
SUBDIVIDER:
LAS PALMAS, L.L.C.
DATE:
APRIL, 2026
TOTAL SUBDIVISION AREA:
19.78 ACRES (GROSS)
18.48 ACRES (NET)



VICINITY MAP



THIS PROJECT

SITE DATA

NUMBER OF LOTS	49
MAXIMUM LOT AREA	48,907 SF
MINIMUM LOT AREA	14,841 SF
AREA OF OPEN SPACE	NA
LINEAR FEET OF STREETS	3,056 LF
NET ACREAGE	18.77 AC
GROSS ACREAGE	19.78 AC
EXISTING ZONING	UNZONED
PROPOSED ZONING	UNZONED
EXISTING LAND USE	AGRICULTURAL
PROPOSED LAND USE	COMMERCIAL

PROJECT LOCATION

SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M. OF YELLOWSTONE COUNTY, MONTANA

LEGEND

- (E) = EXISTING
- (P) = PROPOSED
- R/W OR R.O.W. = RIGHT-OF-WAY
- U.E. = UTILITY EASEMENT
- [] = CISTERN WITH 50' CISTERN ISOLATION ZONE
- [] = DRAINFIELD
- [] = (E) SURVEY BOUNDARY
- [] = (E) UNDERGROUND ELECTRIC
- [] = (E) CHAIN LINK FENCE
- [] = (E) CONTOUR
- [] = (P) PROPERTY LINE
- [] = (P) CENTERLINE
- [] = (P) EASEMENT LINE
- [] = (P) R.O.W. LINE
- [] = (P) SANITARY SEWER
- [] = (P) WATER LINE



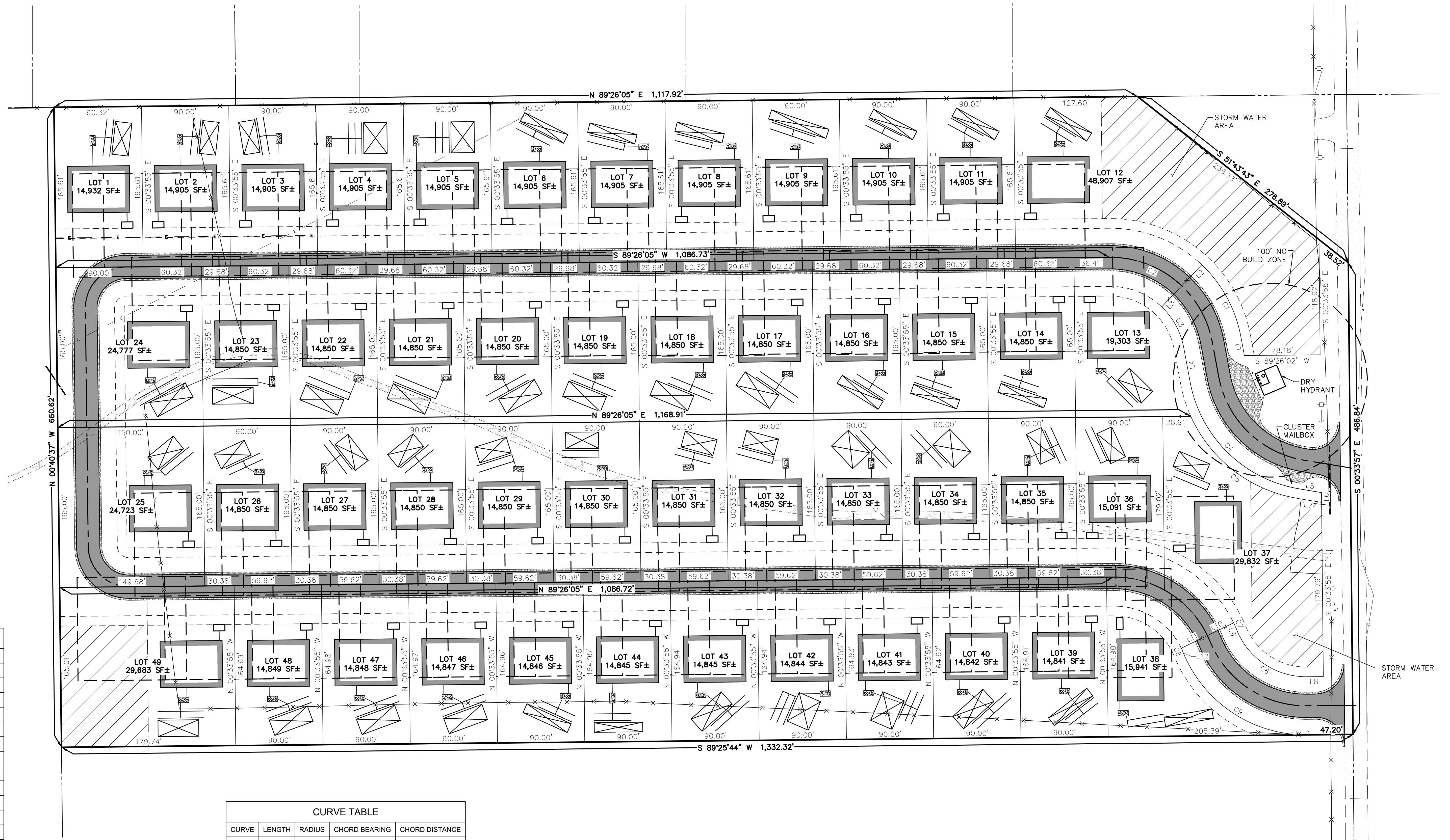
550 N. 31ST ST., STE 111
BILLINGS, MT 59101
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IMEG PROJECT NO. 25006765

1/4	SEC.	T.	R.
	14	1S	24E

SHEET 1 OF 2
SHOP HOUSE ACRES SUBDIVISION
(A SUBDIVISION OF YELLOWSTONE COUNTY)

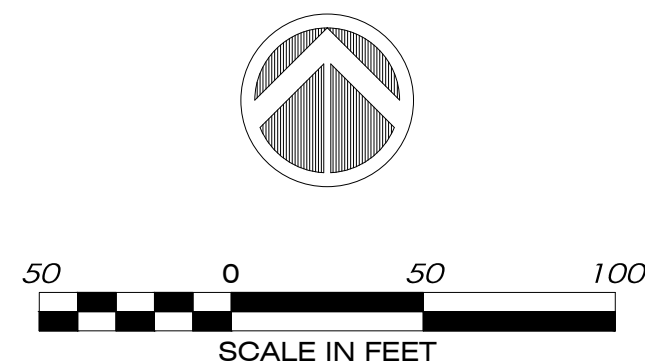
PRELIMINARY PLAT OF
SHOP HOUSE ACRES SUBDIVISION

LOCATED IN N1/2, SE1/4, SE1/4 SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°33'55" W	19.88'
L2	S 43°32'21" W	30.00'
L3	S 43°32'21" W	30.00'
L4	S 10°33'55" E	36.67'
L5	S 80°33'55" E	23.58'
L6	S 00°33'58" E	10.15'
L7	S 80°33'55" E	25.35'
L8	S 89°25'44" W	17.05'
L9	N 23°02'04" W	2.93'
L10	S 64°11'07" W	30.00'
L11	S 64°11'07" W	30.00'
L12	S 23°02'05" E	2.96'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	85.83'	137.00'	N 28°30'47" W	84.43'
C2	82.36'	107.00'	S 68°30'47" E	80.35'
C3	48.24'	77.00'	S 28°30'47" E	47.46'
C4	167.38'	137.00'	S 45°33'55" E	157.16'
C5	144.49'	147.00'	S 52°24'26" E	138.74'
C6	90.72'	77.00'	N 56°49'05" W	85.56'
C7	6.65'	136.99'	N 24°25'29" W	6.65'
C8	3.74'	77.00'	S 24°25'29" E	3.74'
C9	161.28'	136.89'	S 56°47'15" E	152.12'



- (E) = EXISTING
(P) = PROPOSED
R/W OR R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
C = CISTERN WITH 50' CISTERN ISOLATION ZONE
D = DRAINFIELD

LEGEND

- (E) SURVEY BOUNDARY
— (E) UNDERGROUND ELECTRIC
— (E) CHAIN LINK FENCE
— (E) CONTOUR
— (P) PROPERTY LINE
— (P) CENTERLINE
— (P) EASEMENT LINE
— (P) R.O.W. LINE
— (P) SANITARY SEWER
— (P) WATER LINE



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1/4	SEC	T.	R.
14	1S	24E	

SHEET 2 OF 2
SHOP HOUSE ACRES SUBDIVISION
(A SUBDIVISION OF YELLOWSTONE COUNTY)

SUBDIVISION IMPROVEMENTS AGREEMENT

SHOP HOUSE ACRES SUBDIVISION

IMEG #25006765

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SUBDIVISION IMPROVEMENTS AGREEMENT
SHOP HOUSE ACRES SUBDIVISION

This agreement is made and entered into this _____ day of _____, 20____, by and between *Levi Britton*, whose address for the purpose of this agreement is 941 S 84th St. W, Billings, Montana, 59106, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of *Shop House Acres Subdivision*, and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Shop House Acres 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 *Shop House Acres 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. One Variance has been requested related to connectivity to adjacent parcels to allow only one connection to the property to the west and one to the south due to topography and ditch constraints of the property to the south.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built adjacent to open agricultural areas and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies or cultivated crops are found on the property, may impact the developed property, and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens/ Any impacts associated with wildlife and damage is the responsibility of the lot owners.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential

limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

- C. No water rights have been transferred to the lot owners. If irrigation ditches exist on the perimeter of this development, they will be preserved for the benefit of other properties. Any existing 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 property is not located within a FEMA designated floodplain or floodway. Please see the FEMA Floodplain Map 30111C1240E.
- F. Culverts, associated drainage swales, and storm ponds shall not be filled in or altered by the subdivider or subsequent lot owners.
- G. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H. Future maintenance of all public (or common) improvements shall be done through one (1) or more Homeowners Association (HOA) or RSID(s) created as part of the SIA for this subdivision.
- I. The Subdivider will obtain two Access Permits from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the accesses and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the Subdivider removing what has been installed and locating the access in an approved location at the Subdividers expense.

Future lot owners inside the subdivision will all access their property from the private road network, and a County Public Works Access permit will not be required.

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 & Roads

All public and private roads within the **Shop House Acres Subdivision** will be constructed as **24-foot-wide paved asphalt streets** with **2-foot gravel shoulders** within **60-foot-wide rights-of-way and Easements**. All public streets will be located in the rights-of-way and will be dedicated for public use and maintained through one or more Rural Special Improvement Districts (RSIDs) established at the time of final plat approval. All private internal driving areas will be located in the easement and will be maintained by the Shop House Acres HOA.

The internal public and private road network includes the following:

- North Shop House Road — A primary access road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A portion of this road shall be public to accommodate for the public dry fire hydrant and mailboxes. A gate will be installed at the transition from Public to Private Road.
- West Shop House Lane — An interior north-south local private road providing access within the subdivision.
- South Shop House Road — A primary access private road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A gate will be installed at the approach to 80th Street as this is a private road.

All roads will be constructed to Yellowstone County standards for cross-section, drainage, grading, and sight distance. Traffic control signs and intersection markings will comply with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County Public Works requirements.

All public and private roads have been designed to County specifications, with appropriate centerline geometry, ROW dedication, easement, and stormwater grading considerations. Intersections will be built with sight distance and safety requirements in compliance with MUTCD and Yellowstone County design standards.

B. Traffic Control Devices

The Shop House Acres Subdivision will include the installation of regulatory traffic control signage at key intersections to ensure safe vehicular movement and compliance with County and MUTCD standards. Based on the internal street network layout and projected traffic flow, a total of two stop signs will be installed within the subdivision at the two proposed access locations.

Stop sign locations will include, but are not limited to, the following intersections:

1. North Shop House Road & South 80th Street West (stop for exiting traffic)
2. South Shop House Road & South 80th Street West (stop for exiting traffic)

All signage will be fabricated and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County specifications. The subdivider shall install signage concurrent with each phase of roadway construction to ensure functionality upon completion of each new segment of the road network.

Final placement and quantity of stop signs will be subject to Yellowstone County Public Works review and approval at the time of engineering plan submittal.

C. Access

- There will be two accesses for the proposed subdivision, one from North Shop House Road and one from South Shop House Road. Each approach will have 60' right-of-way/easement.
- All lots within the subdivision shall be accessed using the internal private road network. Approximately, the first 137' of North Shop House Circle shall be public for the use of the public 30,000-gallon dry hydrant tank and cluster mailbox.

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

The BABTMP does not intersect with this property.

IV. EMERGENCY SERVICE

Emergency services for the Shop House Acres Subdivision will be provided by regional agencies serving unincorporated Yellowstone County. Fire protection infrastructure will be integrated into the subdivision as required under Yellowstone County Subdivision Regulations and applicable fire code guidance.

Fire Protection:

Fire protection for the subdivision will be provided by the Laurel Fire Department. To support fire suppression needs, one 30,000-gallon dry hydrant tank will be installed within the subdivision. The hydrant is depicted on the preliminary plat and will be accessible to fire response vehicles. The tank will be designed and installed per County and fire authority requirements, and ongoing maintenance will be the responsibility of the subdivision's RSID.

Law Enforcement:

Law enforcement services will be provided by the Yellowstone County Sheriff's Office, which has jurisdiction over unincorporated areas of the county.

Emergency Medical Services:

Ambulance services will be provided by American Medical Response (AMR). AMR Billings has been serving Yellowstone County since 1994, offering both emergency and non-emergency medical transport services.

All emergency service providers have been notified of the proposed subdivision during preliminary plat review. The subdivision's road widths, intersection design, and emergency vehicle turnaround provisions have been developed to comply with fire department access standards and ensure continuous emergency response capability throughout development.

V. Storm Drainage

Stormwater management for the Shop House Acres Subdivision will be addressed through a combination of private detention ponds and conveyance swales. These systems are designed to safely accommodate runoff generated by both impervious surfaces (e.g., roads and driveways) and graded lot areas while protecting downstream properties, infrastructure, and natural drainage corridors.

A stormwater management plan will be developed in accordance with Section 4.7 of the Yellowstone County Subdivision Regulations and Montana DEQ Circular DEQ-8. The plan will include the construction of regional stormwater retention ponds, strategically located within the subdivision, defined on the preliminary plat. These facilities will capture, retain, and treat roadway runoff and conveyances from common infrastructure prior to controlled release into natural drainages or swales. Stormwater retention shall be provided on Lots 12, 37, and 49. The Subdivider acknowledges that the lot lying within the stormwater detention area will not be available for construction or sale.

All stormwater facilities, including the regional pond and appurtenant conveyance infrastructure, will:

- Be constructed to meet or exceed MDEQ performance standards,
- Be reviewed and approved by MDEQ (or its authorized designee) prior to final plat approval,
- Be sized based on rational method or hydrologic modeling as outlined in the approved Storm Pond Design Report,
- Include emergency overflows and sediment forebays where required.

Final construction drawings and storm drainage reports will be submitted for County and DEQ review as part of the public infrastructure approval process. Operation and long-term maintenance of regional drainage facilities will be the responsibility of the subdivision's RSID or HOA, as defined in the covenants and the final plat filing.

VI. Utilities

A. Water Supply

Each lot within the Shop House Acres Subdivision will be served by an individual cistern system, which will be supplied by a licensed local water service provider. These systems are designed to comply with Section 4.9 of the Yellowstone County Subdivision Regulations, ensuring that all water supply provisions meet the necessary health and safety standards. Approval from the Montana Department of Environmental Quality (MDEQ) will be obtained for these systems and included with the final plat filing. Maintenance of the cisterns will be the responsibility of the individual lot owners.

B. Sanitary Sewer

Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. These systems will be designed and constructed in accordance with Section 4.8 of the Yellowstone County Subdivision Regulations and the standards set forth in Montana DEQ Circular DEQ-4. Approval from the MDEQ will be secured prior to the final plat approval, and documentation of such approval will be included in the final plat submission. Each lot owner will be responsible for the operation and maintenance of their respective septic system.

C. Power, Telephone, Gas, and Cable Television

Electricity, telephone, natural gas, and cable television services will be extended to each lot within the subdivision. These utilities will be installed within the utility easements designated on the final plat. The easements are designed to meet the requirements of the utility providers and will be

coordinated with them during the development process to ensure proper installation and service delivery.

D. Solid Waste Disposal

Solid waste collection and disposal services will be provided by licensed local waste disposal companies operating within Yellowstone County. Each property owner will be responsible for arranging for their own solid waste pickup services. Disposal of solid waste will be conducted in accordance with the standards set forth by the Montana Department of Environmental Quality (MDEQ) and the Yellowstone City-County Health Department, ensuring that all waste is managed in an environmentally responsible manner.

VII. Parks & Open Space

Since each unit can have living quarters these lots will be classified as residential. Because of this parkland dedication is required for the residential lots. The subdivider will be providing cash in lieu of the parkland. For the parkland dedication calculation, the development includes approximately 15.75 acres of residential lots less than 0.5 acres, which require 11% parkland dedication. The development also includes approximately 1.86 acres of residential lots between 0.5 acre and 1 acre, which require 7.5% parkland dedication. Lastly, the development includes approximately 1.12 acres of residential lots between 1 acre and 3 acres, which require 5% parkland dedication. Based on the parkland dedication calculation, approximately 1.93 acres of parkland dedication will be required and paid as cash in lieu of parkland.

VIII. Irrigation

There are no irrigation systems, irrigation districts, or water rights associated with the land comprising the Shop House Acres Subdivision. As such, no irrigation infrastructure will be installed, and no water rights will be transferred as part of the subdivision process.

The subdivision has been designed to function without a centralized or individual irrigation supply. Lot owners will not be obligated to install or maintain irrigated lawns, and no requirement for turf or landscape irrigation will be imposed through the subdivision covenants.

IX. Weed Management

The Subdivider and all future lot owners shall be responsible for the control and management of noxious weeds within the Shop House Acres Subdivision, consistent with the current Yellowstone County Noxious Weed List and in accordance with Section 7-22-2152, MCA.

Requirements

The following measures will be implemented:

- A Weed Management Plan shall be submitted to the Yellowstone County Weed Department for review and approval. This plan will identify existing noxious weed species present on the site and outline specific control methods, herbicide usage (if applicable), mechanical or cultural treatment, and maintenance timelines.
- The Weed Management Plan shall be kept current and updated as necessary, particularly prior to the start of construction in any new phase of development. The cost of weed

management shall be borne by the individual property owner or responsible development entity.

- A Revegetation Plan shall also be submitted as part of the overall weed management strategy. This plan will identify seed mix recommendations to promote the establishment of native or low-maintenance species for soil stabilization and long-term weed suppression. Recommendations may be obtained from the Yellowstone County Weed Department and are subject to modification based on a required pre-development site inspection.

Enforcement of weed control will be consistent with County policies, and ongoing compliance will be the responsibility of each owner of record. Failure to adhere to the approved plan may result in enforcement action under County weed ordinances.

X. Soils / Geotechnical Study

No formal geotechnical investigation or site-wide soils analysis has been conducted by the Subdivider for the Shop House Acres Subdivision. Soil conditions across the subdivision are expected to vary due to the property's natural topography and geological setting. As a result, subsurface conditions—including soil bearing capacity, frost susceptibility, shrink-swell potential, and groundwater levels—may differ significantly between lots.

Individual lot owners are strongly encouraged to conduct site-specific geotechnical evaluations prior to initiating any structural construction. These evaluations should be performed by a qualified professional geotechnical engineer to determine the appropriate foundation design and to assess the need for any soil stabilization, drainage enhancements, or specialized construction techniques.

XI. Phasing of Improvements

The Shop House Acres Subdivision will not be a phased construction development. However, in accordance with MCA 76-3-617(4), the Subdivider shall notify the governing body a minimum of 30 days prior to the commencement of any infrastructure construction.

XII. Financial Guarantees

The Subdivider shall be responsible for the design, installation, and construction of all required public improvements in each phase of the Shop House Acres Subdivision. Improvements include, but are not limited to: roads, stormwater drainage, fire protection systems, and utility infrastructure. All such improvements shall be constructed under private contract and designed by a licensed professional civil engineer registered in the State of Montana.

All improvements must be completed prior to final plat approval, unless a financial guarantee is provided in accordance with the procedures set forth in Chapter 5 of the Yellowstone County Subdivision Regulations.

If improvements are not fully constructed at the time of final plat, the Subdivider shall provide the County with a monetary security in an amount equal to 125% of the estimated cost of the uncompleted improvements. Acceptable forms of financial security include:

- An irrevocable letter of credit from a federally insured financial institution,
- A performance bond issued by a licensed surety company,
- An escrow agreement, or

- Any other method approved by the Yellowstone County Planning Board and Board of County Commissioners.

The cost estimate shall be prepared and sealed by a Montana-licensed professional engineer and reviewed by the County Engineer or designee. All financial instruments shall remain in effect until the County has verified that improvements have been satisfactorily completed and accepted for public use.

Upon completion of the improvements, the Subdivider's engineer shall submit to the Yellowstone County Public Works Department:

- A sealed, certified statement of completion,
- As-built drawings, and
- Any required post-construction certifications pursuant to Section 4.6.C of the Yellowstone County Subdivision Regulations.

The Subdivider shall also guarantee all installed public improvements for a period of one (1) year following final acceptance by the County.

XIII. LEGAL PROVISIONS

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

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: _____
Mark Morse, Chairman

Mike Waters, Commissioner

Chris White, Commissioner

Attest: _____
Jeff Martin, 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 Mark Morse, Mike Waters, Chris White and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

SS _____



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 Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

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:

Shop House Acres Subdivision

Signed and dated this _____ day of _____, 20 ____.

Levi Britton

STATE OF _____)
: ss
County of _____)

On this _____ day of _____, 20 ____, before me, a Notary Public in and for the State of _____, personally appeared Levi Britton, the person who executed the forgoing 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 hereinabove written.

SS _____

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water users' facilities

The subject property has been used for grazing purposes. No water rights or shares will be transferred to individual 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. There will be no effect on the water users downstream from this property.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot within the Shop House Acres Subdivision will be served by an individual cistern system, which will be supplied by a licensed local water service provider. The operation and maintenance of the water system will be the responsibility of individual lot owners. Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)**

b. **Septic** - The proposed subdivision is not located within any public sewer district. Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. The wastewater disposal systems will be submitted to and approved by Montana Department of Environmental Quality. These systems shall be located and installed as approved by Montana Department of Environmental Quality, or its designee. Septic systems will be installed meeting the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the septic system will be the responsibility of individual lot owners.

All private utilities, power, telephone, gas and cable television will be installed in the public and private right of way or easements identified on the plat.

c. **Streets and roads** – Access to the Subdivision shall be from proposed approaches from South 80th Street West. A portion of the north entry will be public and will accommodate the 30,000-gallon dry hydrant system. It will also accommodate the Central Box Units (CBU) from the USPS with enough space for safe mail delivery and retrieval. A portion of the south entry road into the subdivision will also be public. The requirement for electronic gates on private roads will require a section of the entry roads

to be public and long enough to get vehicles off of South 80th Street West to avoid traffic problems.

Roads within the subdivision will be private roads and will be built to the County standard paved surface road. Both the public and private roads will be in a 60-foot-wide rights of way. Both will be built with a 24-foot paved surface and 2-foot gravel shoulders on each side. An RSID will be created to maintain the public road portion. The HOA will be responsible for the private road system inside the subdivision. **(Condition #2)**

County Public Works requested additional analysis of the site distance for the entries to the proposed subdivision because of the hill on the southern side of the development. Site distances are a concern for safety getting into and out of the subdivision. County Public Works is asking for information from a professional engineer, referencing AASHTO standards to provide analysis of site distances and access locations to the subdivision. **(Condition #3)**

Traffic Study - The net new trips identified in this report are subject to examination under Yellowstone County's cost participation program to the extent that they would travel through studied intersections. Cost participation, according to the TIS submitted, is not required because the impacts from the subdivision will have very minimal effect on existing studied intersections. Table 9, below, shows the warrants for intersection improvements.

Table 9: Signal Warrant Analysis Summary

Traffic Signal Warrants			Warrant 1, Eight-Hour Vehicular Volume	Warrant 2, Four-Hour Vehicular Volume	Warrant 3, Peak Hour	Warrant 4, Pedestrian Volume	Warrant 5, School Crossing	Warrant 6, Coordinated Signal System	Warrant 7, Crash History	Warrant 8, Roadway Network	Warrant 9, Intersection Near a Grade Crossing
2026	Intersection 1	King Avenue West & South 80 th St. West	No	No	No	No	No	No	No	No	No
2031			No	No	No	No	No	No	No	No	No
2026	Intersection 2	Hesper Road & South 80 th St. West	No	No	No	No	No	No	No	No	No
2031			No	No	No	No	No	No	No	No	No

Traffic Study Conclusion

Analysis of the existing traffic volumes, lane configurations, and the impacts due to the projected traffic growth and proposed development result in the following general conclusions:

- The preceding analysis demonstrates that the Shop House Acres development will not generate significant nor impactful volume of new trips at the intersections studied.
- The studied existing intersections and proposed access locations will operate at or above an LOS of "B", exceeding any minimum requirement of an LOS specified in the Appendix E of the Road Design Manual produced by the Montana Department of Transportation.
- No auxiliary turn lanes are warranted for the intersections and access locations discussed in this report.

- Vertical sight obstruction is present for traffic performing left-turn movements onto South 80th Street West from the North Access location of the development.
- The existing intersections do not warrant any further analysis for signal considerations.

d. **Fire and Police services** – The property is within the Laurel Fire Service Area boundary. The subdivision will have a dry hydrant tank installed alongside the road, North Shop House Road, on the north entry, as shown on the plat. The applicant will submit drawings for the tank to the Laurel Fire Department for review and approval. When the tank is installed the applicant will have the system tested and signed off by the Laurel Fire Department. The applicant will provide a Knox Box at both electric gates into the subdivision. The Knox Box will be coordinated with the Laurel Fire Department to ensure they have access to the internal private roads. **(Condition #4)**

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

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

f. **Storm water drainage** – Stormwater management for the Shop House Acres Subdivision will be addressed through a combination of private detention ponds and conveyance swales. These systems are designed to safely accommodate runoff generated by both impervious surfaces (e.g., roads and driveways) and graded lot areas while protecting downstream properties, infrastructure, and natural drainage corridors. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision is located within Elder Grove School District for K through 8. Elder Grove School responded that at the Elementary School has a capacity of 550 with recent enrollment at 500. The Middle School capacity is 300 with a recent enrollment of 250. West High School will provide school for grades 9 through 12. West High School capacity is shown as 1731 with current enrollment of 2133.

h. **Parks and recreation** – Parkland dedication is required for this subdivision. They are required to provide 1.93 acres of parkland. The applicant is proposing to provide a cash in lieu contribution to satisfy the requirement of parkland.

i. **Postal Service** – The applicant will be required to coordinate with the USPS to ensure the space they are proposing is a safe location for the postal worker to deliver the mail and the residents to retrieve their mail. The applicant is currently showing the location on the north entrance where the road is a public road. **(Condition #5)**

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

k. **Phasing of Development** - The applicant is proposing to develop this subdivision without doing phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. Any subdivision that has an existing Weed Management Plan is required to get an updated Weed Management Plan. A weed management plan will be completed and a copy will be submitted with final plat. **(Condition #6)**

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

4. Effects on wildlife and wildlife habitat

The area being defined is an area with greater than one-mile of buffer-zone from the proposed subdivision. As such, not all information provided pertain specifically to the subdivision.

The U.S. Fish and Wildlife Services online Information for Planning and Consultation (IPaC) tool was assessed that no critical habitats are within the subdivision. The IPaC tool also listed endangered species that are potentially affected by activities in this located, including the monarch butterfly and Suckley's Cuckoo Bumble Bee. There are Bald Eagles and/or Golden Eagles within the project area and they shall be protected under the Bald and Golden Eagle Protection Act. There are additionally eight species of migratory birds that could be present in the area. Lastly, subdivision development is typically located in areas of existing agricultural disturbance, and the more valuable riparian vegetation and habitat within the subdivision will be mostly preserved. In conclusion, no 'key' wildlife areas are known to exist in the subdivision.

Based on the available data and site analysis, no notable concerns requiring mitigation have been identified at this time.

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior building construction on each lot to ensure public health and safety.

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

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

A summary of impacts was required for this subdivision pursuant Section 9.2 of the County Subdivision Regulations.

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

1. Yellowstone County - 2008 Growth Policy

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

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

The subdivision is consistent with the type of commercial development to the north on King Avenue West. There is also some large lot residential to the north.

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

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

2. 2023 Billings Urban Area Long Range Transportation Plan

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

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside the BABTMP boundaries for trails. This subdivision will not be required to install any trails.

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

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

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

The subdivision must receive approval from the MDEQ prior to any building construction on each lot. The new parcels will be connected to the subdivision community septic system. This system will be approved by MDEQ before final plat.

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

The proposed subdivision is outside the County Zoning Jurisdiction.

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

The applicant will coordinate with private utility companies to provide the required easements.

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

Legal and physical access will be provided from South 80th Street West. Access to each lot will be from the internal roads of the subdivision.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Shop House Acres Subdivision, approve the variance request and adopt the Findings of Fact as presented in the staff report.



PRELIMINARY SUBDIVISION VARIANCE APPLICATION

SECTION 11.1 VARIANCE (76-3-506), MCA

PLANNING DIVISION

2825 3RD AVENUE NORTH, 4TH FLOOR
BILLINGS, MONTANA 59101

PHONE: (406)247-8676

FAX: (406) 657-8327

PROJECT# PZ-26-00013

PROPERTY INFORMATION							
Primary Parcel/Legal Description (C/S, Subdivision, Lot, Block)				Property Tax ID			
S14, T1S, R24E, P.M.M of Yellowstone County, Montana				000D002070			
General Location		Approximately 3000' south of the intersection of S 80th Street West and King Ave West					
CLASSIFICATION: (CHECK ONE)							
☐	City Major (6 or more lots)	☐	City Minor (5 lots or fewer)	☐	City Subsequent Minor (Reviewed as aa minor)	☐	City Expedited
☒	County Major (6 or more lots)	☐	County Minor (5 lots or fewer)	☐	County Subsequent Minor (Reviewed as a major)	☐	County Expedited
ATTRIBUTES							
Gross Area (Acres)	19.78 acres	Net Area (Acres)	18.48 acres	Number of Lot(s)	49		
Lot Size Maximum (Square Feet)		48,907 SF	Lot Size Minimum (Square Feet)		14,841 SF		
APPLICANT/SURVEYOR INFORMATION							
PROPERTY OWNER:							
E-mail Address		yellowstonecontractors@yahoo.com		Mobile Phone	406-690-6633	Home Phone	
Mailing Address (City, State, Zip)		49660 Hammer Dam Rd. Ronan, MT 59864					
AGENT/SURVEYOR:							
E-mail Address		Kolten.L.Knatterud@IMEGcorp.com		Mobile Phone		Business Phone	406-248-9000
Mailing Address City, State, Zip		550 N 31st St #111, Billings, MT 59101					

A. Variance(s) Requested

List and Attach Variance Request application and Variance Request criteria answers per Chapter 11.

1.A.1-5. **Each requested variance shall be deemed a separate application, to be processed concurrently with the preliminary plat. A variance review fee must accompany all applications for variances.**

A variance is being pursued to relieve the applicant from the requirement to provide street right-of-way within the proposed subdivision, to the boundary lines of the tract to be developed.

B. **Facts of Hardship:** Provide a **separate written statement** describing the facts of hardship upon which the request for variance is based.

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, the information is true and correct.

Owner of Record

Date

Owner Under Contract

Date



PRELIMINARY SUBDIVISION VARIANCE APPLICATION

SECTION 11.1 VARIANCE (76-3-506), MCA

PLANNING DIVISION

2825 3RD AVENUE NORTH, 4TH FLOOR
BILLINGS, MONTANA 59101

PHONE: (406)247-8676

FAX: (406) 657-8327

PROJECT#

Article 23-1100. ADMINISTRATIVE PROVISIONS

Section 23-1101. Variances.

The City Council or Yellowstone County Board of County Commissioners may grant reasonable variances from the design and improvement standards of these Regulations when strict compliance would result in undue hardship and the result would not negatively affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these Regulations or justifying submission of an incomplete application. The City Council or Board of County Commissioners may not approve a variance that would permit structures within the 100-year floodplain, as defined in 76-5-101, MCA.

A. Requesting a Variance. The subdivider shall include with the submission of the variance request, a written statement describing the facts of hardship upon which the request for the variance is based. Each requested variance shall be deemed a separate application, for which a fee shall be required. Information addressing each of the following findings shall accompany the application. The Planning Board shall review the submitted findings and make a recommendation to the City Council or Yellowstone County Board of County Commissioners.

The governing Board shall not approve variances unless the subdivider has demonstrated that the request satisfies the following findings:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;
3. The variance will not result in an increase in taxpayer burden;
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

B. In granting variances, the Governing Body may require conditions of approval that will, in their judgment, secure the objectives of these Regulations.

C. When any such variance is granted, the motion of approval of the proposed subdivision shall contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

D. An application for a variance is not necessary where Planned Neighborhood Developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the governing body.

Variance Request #1 – Street Right-of-Way

Section 4.6.B.1 Relation to Undeveloped Areas: When a proposed subdivision adjoins undeveloped land, streets within the proposed subdivision shall be arranged to allow access to the adjoining undeveloped land. Street right-of-way within the proposed subdivision shall be provided to the boundary lines of the tract to be developed, unless prevented by topography or other physical conditions.

A variance is being pursued to relieve the applicant from the required access spacing of 600 feet for connections to adjacent parcels and to allow the proposed subdivision to provide one access connection to the property located immediately south of the subject property.

The proposed subdivision will also provide roadway connections to the adjacent property located to the south and west through the proposed internal road network. Therefore, the applicant is not requesting relief from the requirement to provide access to adjacent parcels. The variance request is specifically related to the required spacing of those access connections and the number of access points provided to the property located to the south and west.

There is existing marshy, shallow groundwater on the property located immediately south of the subject property, which limits the practicality of providing multiple access points along the southern boundary. The 133-acre parcel located south and west of the subject property also has multiple alternative access opportunities from S. 80th Street West, Hesper Road, and S. 84th Street West. Additionally, the proposed subdivision will include an approach along the southern boundary, with a portion dedicated as public right-of-way to provide access to the southern parcel. The property immediately north of the subject property also has existing access from S. 80th Street West.

Due to the physical site constraints and the multiple alternative access opportunities available to the adjacent parcel, the applicant is requesting a variance from the required access spacing and to allow only one access connection to the property located immediately south of the subject property.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

The granting of the variance will not be detrimental to public health, safety, or general welfare, nor will it be injurious to adjoining properties. Shop House Acres Subdivision proposes two new access points onto S. 80th Street West from the tract to be developed. These access points will provide safe access to the subdivision roadways for all 49 proposed lots. The variance will not be injurious to adjoining properties, as they have several alternative access opportunities, as noted above.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;

Undue hardship to the owner would result if the strict letter of the regulation were enforced, as there is existing marshy, shallow groundwater on the property located immediately south of the subject property. This is a physical and topographical condition unique to the property. The approach located in the southeast corner of the subject property will provide a portion of public right-of-way on the southern boundary line that can also serve as access to the property located immediately south of the subject property.

3. The variance will not result in an increase in taxpayer burden;

An increase in taxpayer burden will not result from approving this variance. The subdivider proposes to construct the proposed roadways within Shop House Acres. If the property located to the south and west is developed at a future time, there are existing alternative access opportunities on the existing surrounding roadways.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and

Approving this variance will not place the subdivision in nonconformance with the growth policy. The property is unzoned so approving the variance will not place the subdivision in nonconformance with any adopted zoning regulations.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The alternative design proposed for Shop House Acres is equally effective as it is proposed to connect with existing roadways to the east. The lot to the south and west already has opportunities to connect to the south, east and west.

Variance Request
Shop House Acres Subdivision
Attachment A

Shop House Acres is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6.B.1, of the Yellowstone County Subdivision Regulations, which outlines connection to undeveloped / under developed land surrounding proposed subdivisions. The maximum distance between those connections is 600 feet.

This variance is being pursued to limit the number of connections to the south. One connection could be made with the entry/exit on the south in the public right of way area. The southern entrance has a section of it that is public right of way. Part of that road right of way is immediately adjacent to the property line, providing a future connection. The south border would require two connections at one every 600 feet.

The applicant is specifically requesting one connection to the south stating that the land to the south is marshy and has a high-water table.

In correspondence with County Public Works staff received the following email after requesting their input about the variance request.

Dave, summary as follows:

- They will seek a variance for connectivity to the south.
- They will include language to allow future connection to the west in the SIA – the right of way is immediately adjacent to the property line. No variance needed for west connection.

Monica Plecker, AICP
Public Works Director

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The granting of this variance will not be detrimental to public health, safety, or the general welfare of adjoining properties. The point of multiple internal connections to adjacent property is to allow movement of people through developments without having to go out onto arterial roads to get to another property in the subdivision next to them. One connection to the south and west will help accomplish that goal.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

According to the applicant's agent, the land very near the south border of this project is marshy and has shallow groundwater on the property. This would make development difficult to accomplish. A portion of the right of way for the southern access, to the subdivision, runs along the southern property line. This would allow a future connection to the south. With the land conditions on the southern property, one connection to the proposed subdivision would be acceptable. County Public Works is supportive of the variance request. To the north is a large lot residential subdivision. All the lots to the north of this proposed subdivision have been developed. The subdivision to the north, Homestead Acres, recorded October of 2020, received a variance to not provide a connection to its south from the Board of County Commissioners.

3. The variance will not result in an increase in taxpayer burden.

The granting of this variance would not increase taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

The granting of this variance would not put this proposed subdivision in nonconformance with any adopted County zoning. They are outside of the County zoning jurisdiction.

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

The option of the single connection to the south and a connection to the west will work for future connections to other subdivisions that may come along in the future.

B.O.C.C Thursday Discussion

2.

Meeting Date: 07/09/2026

Title: County Construction and Maintenance Agreement HSIP STW-0(072) SF 249 BILLINGS
DISTRICT SIGNS

Submitted For: Monica Plecker, Public Works Director

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Public Works - County Construction and Maintenance Agreement HSIP STW-0(072) SF 249 BILLINGS
DISTRICT SIGNS

BACKGROUND:

This Agreement by and between Yellowstone County , and the Montana Department of Transportation (MDT), establishes the responsibilities and duties of the Parties with respect safety improvements regarding signage on County roads. The agreement outlines that MDT will fund the initial improvement and Yellowstone County will maintain the signs moving forward. The projects are itemized and are mostly oversize stop signs and chevrons.

RECOMMENDED ACTION:

Discuss.

Attachments

Agreement

County Construction and Maintenance Agreement

HSIP STW-0(072)
SF 249 BILLINGS DISTRICT SIGNS

This Agreement by and between Yellowstone County (Local Agency), and the Montana Department of Transportation (MDT), establishes the responsibilities and duties of the Parties with respect to the Project. The Project includes signing and painting. The Project is located on the Routes listed below:

Roadway and Structure Information Table

Route Number	Corridor Number	Local Street Name	Beginning Ref Post	Ending Ref Post	Roadway Maintenance Authority	Improvement
L-56-124	C056124	Fly Creek Rd	1.760	3.510	County	Consider installing chevrons and CLRS through the curve.
L-56-271	C056271	Pryor Creek Rd	0.00	6.23	County	Consider installing speed advisory plaques on the existing curve warning signs and chevrons.
L-56-304	C056304	River Rd	5.800	6.600	County	Install chevrons
L-56-742 L-56-740	C224934 C224933	Hoskins Rd & McGill Rd	0.975	0.987	County	Consider installing double oversized stop ahead signs, double oversized stop signs, reflective strips on posts and pavement markings.
P-264A / L-56-700	C056788 C056700	Old Hwy 312/ Shepard Rd	7+0.680 11+0.448		MDT County	Oversize Stop Sign, Cross Traffic Does Not Stop Sign, Retro-Reflective Sheeting - Red (4"x72") and additional painting. (On MDT RW) Oversize Stop Ahead Signings (on County RW)
N-4 / L-56-304	C000004 C056304	US-212/US-310 THIEL RD	54.13 0.00		MDT County	Oversize Stop Sign, Cross Traffic Does Not Stop Sign, Retro-Reflective Sheeting - Red (4"x72") and (On MDT RW) Oversize Stop Ahead Signings (on County RW)

Whereas, the road upon which the Project is located is a public road not on any commission-designated highway system, and the Local Agency is the maintaining authority of the roadway.

ARTICLE I. GENERAL OBLIGATIONS OF MDT (Local Agency Maintained Roadway)

1. MDT will design and award a contract to construct the Project.
2. MDT will provide the Local Agency opportunities to participate in the Project's development, including invitation to the final inspection of the Project.
3. MDT agrees to develop, administer, design and construct the Project, which is eligible for federal funding and approved through the established fund program prioritization processes (including, but not limited to STPU, Urban Pavement Preservation, Highway Safety Improvement Program, and Congestion Mitigation & Air Quality Improvement funds) in coordination with the County. MDT agrees to ensure that the Project is consistent with and in compliance with:
 - a. applicable adopted local planning documents, where feasible and not in conflict with MDT Design Standards and Specifications, including but not limited to the adopted growth policy, design standards, and ADA Transition Plan;
 - b. applicable MDT Design Standards and Specifications, or with Montana Public Works Standards as modified by the City, whichever the parties agree is most appropriate for the specific item within the project as determined through project development;
 - c. the Manual on Uniform Traffic Control Devices (MUTCD); and
 - d. sound engineering practices.
4. MDT may complete any roadway or Right-of-Way Feature maintenance required due to a public emergency and seek compensation from the Local Agency for any costs incurred. In doing so, MDT may first provide notice to the Local Agency, 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 Local Agency.

ARTICLE II. GENERAL OBLIGATIONS OF THE LOCAL AGENCY

1. The Local Agency will maintain the roadway including but not limited to: pavement repair, pavement preservation, bridges, and snowplowing, and all roadway features, including but not limited to: signals, roadway signage, guardrails and non-decorative/standard/safety roadway lighting, storm drains, (if present) unless otherwise noted herein.
2. The Local Agency will maintain all Right-of-Way Features
3. If the Local Agency does not fulfill its roadway or Right-of-Way Feature maintenance requirements as stated in this Agreement, MDT may complete the required roadway or Right-of-Way feature maintenance and seek compensation from the Local Agency. In doing so, MDT must first provide notice to the Local Agency 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 Local Agency.
4. The Local Agency is responsible for issuing all future encroachment and approach permits and ensuring the resulting actions do not interfere with roadway or pedestrian travel or decrease safety.
5. The Local Agency 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.

6. The Local Agency will provide appropriate and timely input during the Project's development.
7. The Local Agency will continue to enforce the ordinances, laws and/or regulations necessary and essential for the operations of the Project.
8. The Local Agency, at its sole expense, must obtain and maintain all federal, state and local building permits or other permits of any type or nature required by a governing authority, except as noted in this Agreement.
9. The Local Agency agrees to regulate utility occupancy on the right-of-way of this roadway in conformance with occupancy regulations that comply with or are more restrictive than the requirements of the Administrative Rule of Montana, 18.7.201 through 18.7.241, governing "Right of Way Occupancy by Utilities."
10. The Local Agency agrees it will assume full and complete responsibility for the Project upon notification by MDT of the Project's Substantial Completion. The Local Agency's acceptance of the substantially completed Project includes accepting any right-of-way or easements acquired for the Project that are acquired in the name of the Local Agency and ownership and responsibility for any permits obtained for the Project.

ARTICLE III. PROJECT-SPECIFIC FEATURES

11. Signage

- a. Upon completion of the Project by MDT and its Contractor, the Local Agency agrees that it is responsible, at no cost to MDT, to maintain the signs within the 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, impacts or other incidents damaging the signs.

ARTICLE IV. GENERAL TERMS AND CONDITIONS

1. Term – The term of this Agreement shall be ten (10) years. After the initial ten (10) year term, this Agreement will renew automatically, for successive one (1) year terms, unless superseded by a new Agreement between the parties.

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.

2. 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.

3. Hold Harmless & Indemnification –

- a. The Local Agency 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 Local Agency'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 Local Agency, 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 Local Agency, 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 Local Agency.

4. 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: Local Agency 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 Local Agency 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.

5. 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 Local Agency will immediately protect the area from public access, contact the appropriate MDT Area Maintenance Office, and make reasonable and timely effort to correct or repair the hazard.
6. 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 Local Agency and the Local Agency shall 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 Local Agency in addition to the direct project costs.

i. Invoices will be sent to:

Yellowstone County Courthouse
Attn: Public Works Director
217 North 27th Street
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

7. 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.
8. 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.
9. 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.
10. Non-Discrimination – The Local Agency will require that during the performance of any work arising out of this Agreement the Local Agency, 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.
11. 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.

12. Audit – The Local Agency 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 Local Agency maintains in connection with this Agreement.
13. 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.
14. Amendment and Modification – This Agreement may be modified or amended only by written Amendment signed by the Parties. In addition to the terms and conditions contained herein, the provisions of any Amendment 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 Amendment, the provision of the Amendment shall control, unless the provisions thereof are prohibited by law.
15. Access and Retention of Records – The Local Agency agrees to provide MDT, the State of Montana Legislative Auditor, or their authorized agents access to any records necessary to determine compliance with the Agreement. The Local Agency 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.
16. 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.
17. Representatives
 - a. Local Agency's Representative: The Local Agency's Representative for this Agreement shall be the Local Agency Manager or designee or such other individual as Local Agency shall designate in writing. Whenever approval or authorization from or communication or submission to Local Agency is required by this Agreement, such communication or submission shall be directed to the Local Agency's Representative and approvals or authorizations shall be issued only by such Representative; provided, however, that in exigent circumstances when Local Agency's Representative is not available, MDT may direct its communication or submission to other designated Local Agency personnel or agents.
 - b. MDT's Representative: The MDT Representative for this Agreement shall be the District Administrator or Area 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, Local Agency may direct its direction or communication or submission to other designated MDT personnel or agents.
18. 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 Local Agency's authorized representative on behalf of the Local Agency, has signed and affixed hereto the seal of the Local Agency.

STATE OF MONTANA, DEPARTMENT OF TRANSPORTATION

By _____ Date _____
Montana Department of Transportation

Approved for Legal Content

Approved for Civil Rights

COUNTY OF YELLOWSTONE

The above resolution was adopted by the Board of Local Agency Commissioners this ____ day of ____, 20__.

By _____ Date _____
CHAIRMAN, BOARD OF [COUNTY or CITY-COUNTY
COMMISSIONERS

CLERK AND RECORDER

(COUNTY SEAL)

[COUNTY, or CITY-COUNTY] MONTANA

ATTACHMENT A: MDT NONDISCRIMINATION
AND DISABILITY ACCOMMODATION NOTICE

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

Race, color, religion, national origin, sex, age, disability, and genetic information.

State protected classes

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.

B.O.C.C Thursday Discussion

3.

Meeting Date: 07/09/2026

Title: FWP - Mike Ruggles - Introduction/Updated Agreement/Statutory Update

Submitted By: Erika Guy

TOPIC:

FWP - Mike Ruggles - Introduction/Updated Agreement/Statutory Update/Regional Activities Updates

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss

Attachments

2026-02-25 Bundy Bridge

Bundy Bridge Renewal (2 Years)

Bundy Bridge Renewal (10 Years)

House Bill 648 county contacts

BUNDY BRIDGE FISHING ACCESS SITE

EXPANDING ACCESS ALONG THE YELLOWSTONE RIVER



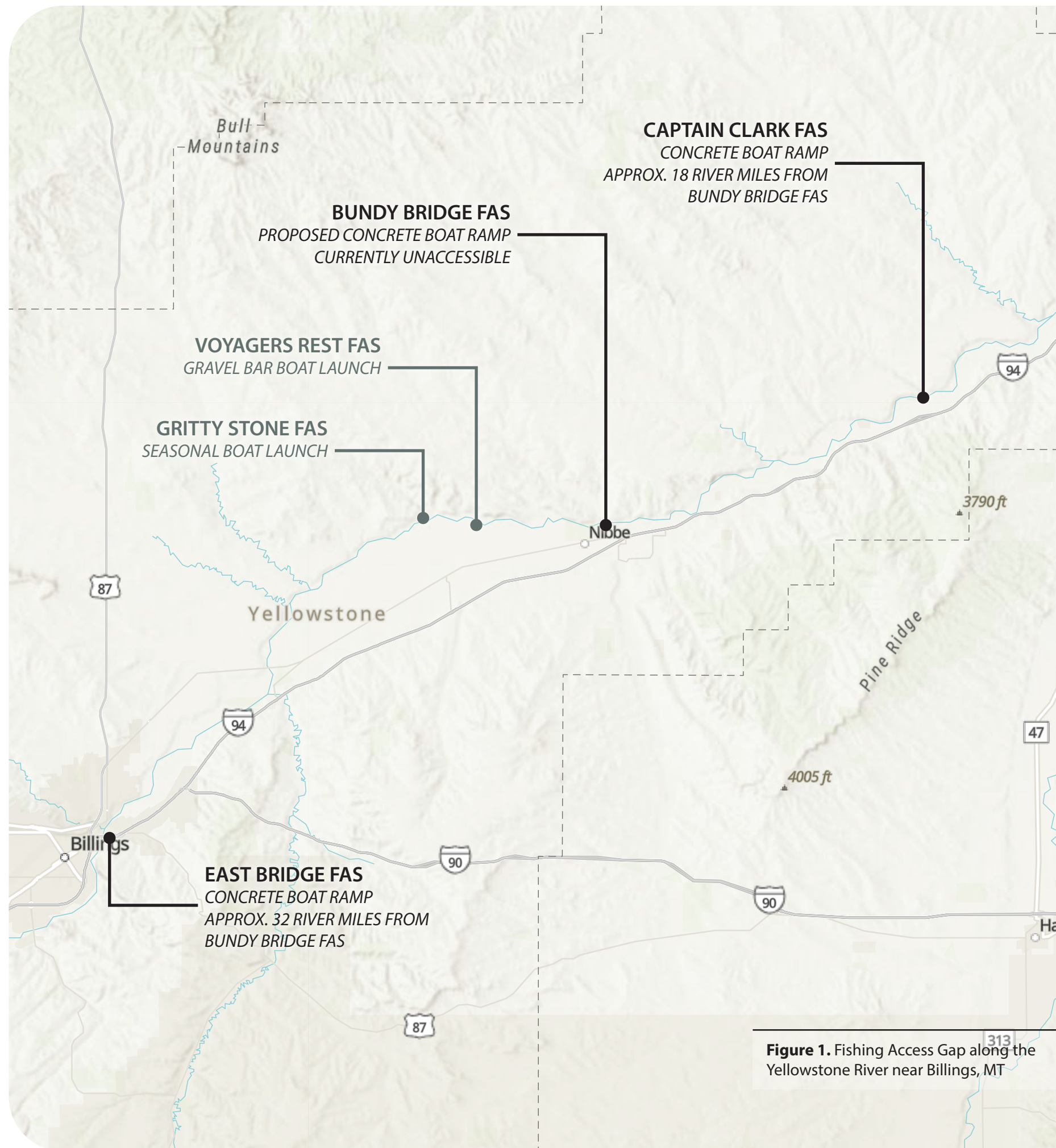


Figure 1. Fishing Access Gap along the Yellowstone River near Billings, MT

SITE SUMMARY

- Location: Near Billings, MT along the Yellowstone River
- Land Ownership: Bureau of Land Management (BLM)
- Proposed Project: Redevelopment of the existing Bundy Bridge Fishing Access Site
- Public Benefit: public access win, stakeholder-supported, recreation boost, enhances protection of the bridge and roadway from erosion

ESTIMATED COST

(SEE ENGINEER'S OPINION OF PROBABLE PROJECT COST FOR BREAKDOWN)

- Earthwork & Matyerials: \$902,000
- Fees, Permits, & Miscellaneous Costs: \$361,000
- Contingency and Inflation: \$512,000
- Approximate Total Project Cost: \$1,775,000

HIGHLIGHTS

- Existing FAS where access can be reestablished through redevelopment
- Provides an opportunity to stabilize the area and prevent future erosion impacting the bridge and roadway
- Closes a 50 mile access gap along the Yellowstone River
- Ample trailer and day-use parking to meet site demand

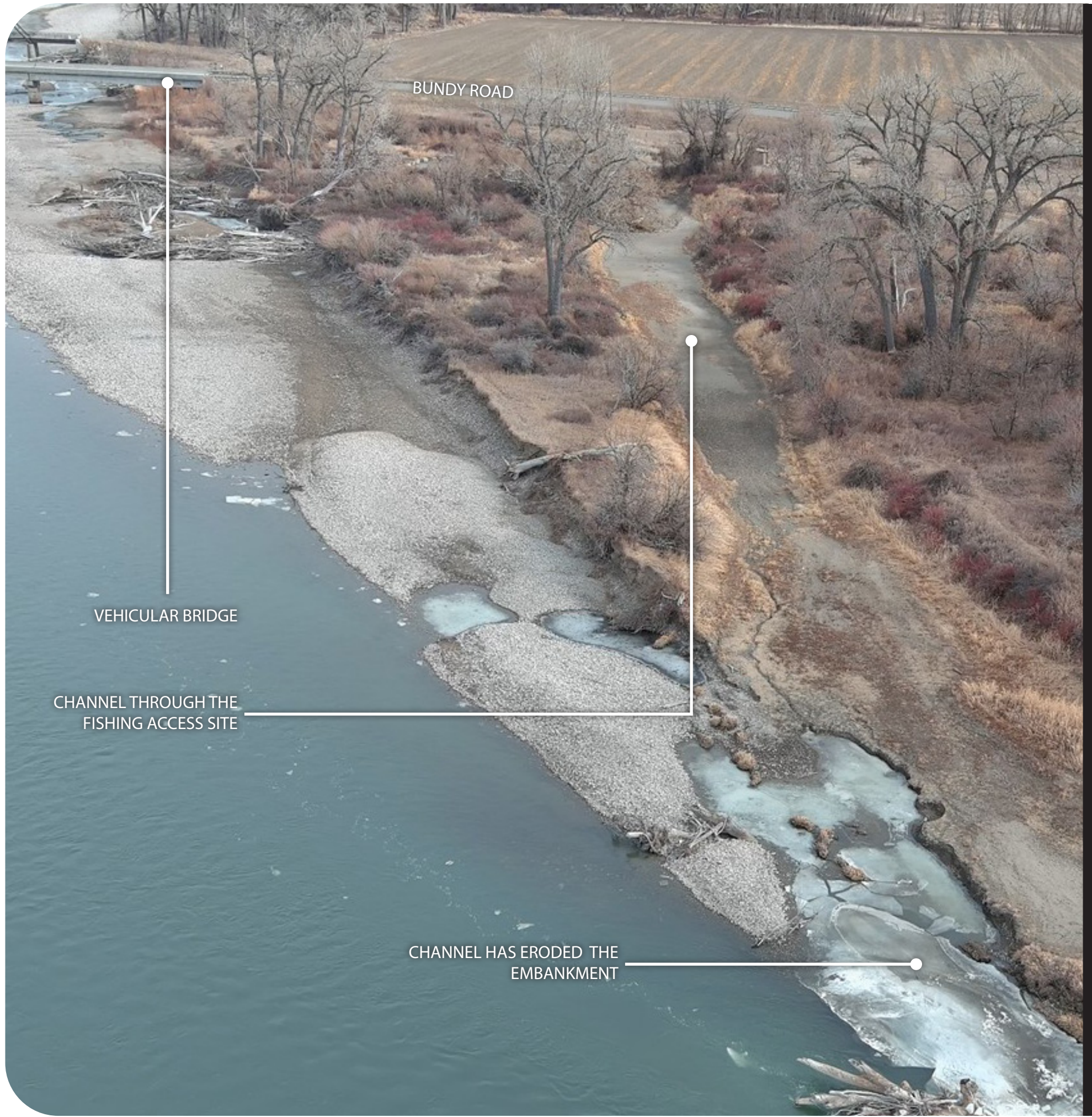


Figure 2. Looking at the erosion on the north side of the site

Figure 3. Looking downstream at the channel that has split the site



Figure 4. Overview of Existing Conditions



ARMOR APPROX 1,300 LF OF BANK
INCORPORATE FISH-FRIENDLY
MEASURES WHERE FEASIBLE

DAY-USE PARKING
(6 SPACES)

TRAILER PARKING
(20 SPACES)

RESTORE THE CHANNEL TO
WETLAND HABITAT

CONCRETE AND CABLE MAT
BOAT RAMP

LOADING/UNLOADING

Bundy Road



Figure 5. Overview of the Concept Plan



BUNDY BRIDGE FISHING ACCESS SITE COOPERATIVE AGREEMENT EXTENSION

- 1 This Lease Term Extension Addendum (“Addendum”) is between:
Lessor:
County of Yellowstone
PO BOX 3500, Billings MT, 59107-5000
and
Lessee:
Montana Fish, Wildlife and Parks (“FWP”)
1420 East 6th Avenue, P.O. Box 200701, Helena, MT 59620-0701
collectively, “the Parties.”
- 2 The department and county entered into a Cooperative agreement, dated August 15, 2006 (Exhibit A) establishing responsibilities for construction and improvements, and long-term operations and maintenance for a period of 10 years. That agreement was then renewed for a period of 10 years with a Cooperative Agreement Extension on June 14, 2016 (Exhibit B).
- 3 The parties now desire to enter into a new Cooperative Agreement Extension for a period of 2 years beginning on of the last signature on this extension.
- 4 Except as specifically modified by this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.
- 5 This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Lessee: Montana Fish, Wildlife
and Parks

Lessor: Yellowstone County

Director Christy Clark

Date

Commission Chair

Commission Member

Commission Member

Date

**Bundy Bridge Fishing Access Site
Cooperative Agreement**

3+8.12
2016

THIS AGREEMENT is made and entered into this 15th day of August, 2006, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is 1420 East Sixth Avenue, PO Box 200701, Helena, MT 59620-0701 (Department) and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The County has obtained a Right-of-Way Grant from the Federal Government (Bureau of Land Management), known as the Bundy Bridge Right-of-Way (ROW), located in Yellowstone County, Montana.

The County desires to enhance the area adjacent to the Yellowstone River at the Bundy Bridge as a public fishing access site to the river, all for the use and benefit of the public.

The Department's objectives include access to water-based recreational opportunities for the public.

The Department wishes to assist the County by providing construction and engineering expertise and a grant to facilitate initial development of the site.

The County wishes to provide long-term maintenance and management of the site as part of its public park facilities until such is transferred to the Department.

AGREEMENT

In consideration of the mutual promises, terms and provisions of this agreement, the Department and County agree to the terms and provisions set forth below:

1. Purpose: The purpose of this Agreement is to establish responsibilities for initial construction of the access site improvements, and long-term operation and maintenance responsibilities, all according to the terms and conditions outlined in this Agreement. The County retains the right to transfer its interest to the Department along with all maintenance and operations responsibilities except for law enforcement coverage.
2. Term: The term of this Agreement shall be for a term of ten (10) years from the date first written above.
3. Construction: The Department agrees to design the access and the facilities at the Bundy Bridge Fishing Access Site, including an access road including a hard crossing of the back channel, parking, a boat ramp, signage and vault toilet. Further, the Department has approved a \$35,000 motorboat grant to aid in the development of this project.

Bundy Bridge Fishing Access Site Cooperative Agreement

A. The initial phase will be completed by the County and will include the furnishing and installation of a culvert and crossing of the backwater channel along with gravel parking area and access road materials. This phase will be completed in 2006.

B. Subsequent phases will be completed by either the Department or the County and may include vault toilet, concrete boat ramp, guardrail, emergency repairs, and other items as agreed to by both parties. This work may be completed by either the Department or the County or by Contract.

The County will be afforded the opportunity to review and comment on the design plans until both parties agree to the final design prior to construction of the facilities.

4. Operations and Maintenance:

A. The County agrees to participate in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The County will maintain the "old" petition #132 right-of-way from its departure of the "new" right-of-way, and all other constructed roads and parking areas in good repair and safe condition for public access.

ii. The County will control weeds in accordance with the County's weed control policies on the Bundy Right-Of-Way.

iii. Even though the site is to remain open all year, neither the County nor the Department is obligated to plow or remove snow from the site or the road at any time.

iv. The County will provide law enforcement coverage by the Sheriff's Office for crimes under its jurisdiction. The County will maintain all gravel surfacing up to three (3) times per year as needed.

B. The Department agrees to participate with the County in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The Department will perform normal Fishing Access Site maintenance activities, based upon the normal schedule, type and duration as other area FASs owned and operated by the Department. This includes, but is not limited to, litter pickup, fence maintenance, sign installation and maintenance, boat ramp maintenance and cleaning, and latrine maintenance and pumping, if and once installed.

Bundy Bridge Fishing Access Site Cooperative Agreement

ii. The Department will build and maintain fences and signage around the Bundy Bridge Fishing Access Site in good repair.

iii. The Department will provide law enforcement coverage by the local Fish and Game Warden for crimes under its jurisdiction at the usual schedule and during times determined by the local Fish and Game Warden.

5. Costs: Both the County and the Department will pay for their respective portions of the operation, upkeep, and maintenance costs as described above in Section 4.A and 4.B.

6. Nondiscrimination: Both the County and the Department will not discriminate against any individual or group because of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry in its operation or administration of the Bundy Bridge Fishing Access. The County and the Department will comply with all laws pertaining to the Equal Opportunity Act and the Fair Labor Standards Act.

7. Assignment: The County shall not assign its interest in this Agreement, in whole or in part, to any person or entity, other than the Department, without the written approval of the Department.

8. Remedies: If the County defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the Department may give the County written notice of such default or violation, after which the County will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the County fails to cure the default or violation within this 30-day period, the Department may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

If the Department defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the County may give the Department written notice of such default or violation, after which the Department will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the Department fails to cure the default or violation within this 30-day period, the County may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

9. Liaison: The Department designates its Region 5 Supervisor, 2300 Lake Elmo Drive, Billings, Montana, 59105, to act as liaison between the Department and County for the operation of this Agreement. The County designates the County Commission Chair, 217 N. 27th Street,

Bundy Bridge Fishing Access Site Cooperative Agreement

Billings, Montana, 59101, to act as liaison between the County and the Department for the operation of this Agreement.

10. Hold Harmless and Indemnification: The Department shall hold harmless, indemnify and defend the County and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the County or its agents, employees, or contractor.

The County similarly agrees to hold harmless, indemnify and defend the Department and its employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the Department or its agents, employees, or contractor.

11. Modifications: This document constitutes the sole and entire agreement between the Department and County. No statements, promises, or inducements made by either party that are not contained in this Agreement are valid or binding unless evidenced in writing and signed by both parties.

12. Termination: This agreement may be terminated as follows:

- A. Termination Due to Loss of Funding. This agreement may be terminated in whole or in part, at the discretion of either party, in the event that either party suffers a loss or termination of funding in whole or in part so that it is unable to fulfill the agreement. In this event, that party will give the other party written notice setting forth the effective date of full or partial termination or, if a change in funding is required, setting forth the change in funding and changes in the approved budget.
- B. Termination Due to Noncompliance with Agreement Terms. If either party determines that the other party has failed to comply with the general terms and conditions of this agreement and if upon notification of the failure the other party does not remedy the deficiency within a reasonable period of time of not less than 30 days, to be specified in the notice, this agreement may be terminated in whole or in part. The party terminating will promptly notify the other party in writing of the decision to terminate, the reasons for the termination, and the effective date of the termination.

**Bundy Bridge Fishing Access Site
Cooperative Agreement**

IN WITNESS WHEREOF, the Department and County have executed this Agreement.

Montana Fish, Wildlife and Parks

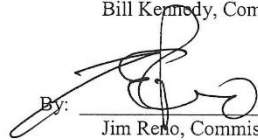
County of Yellowstone

By: 
Director

By: 
John Ostlund, Commission Chair

 10/24/06
Fish, Wildlife & Parks Legal Review

By: 
Bill Kennedy, Commission Member

By: 
Jim Reno, Commission Member

Page 5 of 5

Exhibit A

Bundy Bridge Fishing Access Site

Cooperative Agreement Extension

This Agreement Extension is made and entered into this 14 day of June, 2016, between the Montana Department of Fish, Wildlife and Parks, whose main address is 1420 East Sixth Avenue, P.O. Box 200701, Helena, MT 59620, (Department), and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The Department and County entered into that certain Cooperative Agreement, dated August 15, 2006 (attached), providing for the parties to establish responsibilities for initial construction of the access site improvements, and long-term operations and maintenance responsibilities for a period of 10 years, which expires on August 14, 2016.

The parties now desire that all terms and conditions of the 2006 Cooperative Agreement be renewed for a period of ten years, and be automatically renewed for additional ten year terms unless either party gives written notice of termination as provided for within the agreement or within 30 days before any renewal period.

The parties understand that any future construction and/or site improvements would require an additional amendment to the Agreement, and be subject to the approval of both parties.

AGREEMENT

In consideration of the mutual promises, terms and provisions set forth in the original Cooperative Agreement, the parties hereby agree to extend the Cooperative Agreement and all terms and conditions of the Cooperative Agreement shall remain in full force and effect.

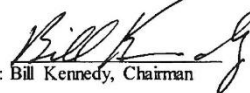
IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement Extension on the day and year first written above.

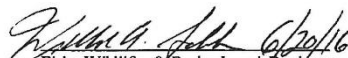
IN WITNESS WHEREOF, the Department and County have executed this Agreement.

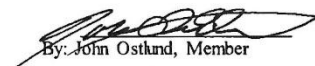
Montana Fish, Wildlife and Parks

County of Yellowstone

By: 
Director

By: 
Bill Kennedy, Chairman


Fish, Wildlife & Parks Legal Review

By: 
John Ostlund, Member


By: James E Reno, Member

Exhibit B



BUNDY BRIDGE FISHING ACCESS SITE COOPERATIVE AGREEMENT EXTENSION

- 1 This Lease Term Extension Addendum (“Addendum”) is between:
Lessor:
County of Yellowstone
PO BOX 3500, Billings MT, 59107-5000
and
Lessee:
Montana Fish, Wildlife and Parks (“FWP”)
1420 East 6th Avenue, P.O. Box 200701, Helena, MT 59620-0701
collectively, “the Parties.”
- 2 The department and county entered into a Cooperative agreement, dated August 15, 2006 (Exhibit A) establishing responsibilities for construction and improvements, and long-term operations and maintenance for a period of 10 years. That agreement was then renewed for a period of 10 years with a Cooperative Agreement Extension on June 14, 2016 (Exhibit B).
- 3 The parties now desire to enter into a new Cooperative Agreement Extension for a period of 10 years beginning on of the last signature on this extension.
- 4 Except as specifically modified by this Addendum, all other terms and conditions of the Original Lease shall remain in full force and effect.
- 5 This Addendum may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement:

Lessee: Montana Fish, Wildlife
and Parks

Lessor: Yellowstone County

Director Christy Clark

Date

Commission Chair

Commission Member

Commission Member

Date

**Bundy Bridge Fishing Access Site
Cooperative Agreement**

3+8.12
2016

THIS AGREEMENT is made and entered into this 15th day of August, 2006, between the Montana Department of Fish, Wildlife and Parks, an agency of the State of Montana, whose main address is 1420 East Sixth Avenue, PO Box 200701, Helena, MT 59620-0701 (Department) and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The County has obtained a Right-of-Way Grant from the Federal Government (Bureau of Land Management), known as the Bundy Bridge Right-of-Way (ROW), located in Yellowstone County, Montana.

The County desires to enhance the area adjacent to the Yellowstone River at the Bundy Bridge as a public fishing access site to the river, all for the use and benefit of the public.

The Department's objectives include access to water-based recreational opportunities for the public.

The Department wishes to assist the County by providing construction and engineering expertise and a grant to facilitate initial development of the site.

The County wishes to provide long-term maintenance and management of the site as part of its public park facilities until such is transferred to the Department.

AGREEMENT

In consideration of the mutual promises, terms and provisions of this agreement, the Department and County agree to the terms and provisions set forth below:

1. Purpose: The purpose of this Agreement is to establish responsibilities for initial construction of the access site improvements, and long-term operation and maintenance responsibilities, all according to the terms and conditions outlined in this Agreement. The County retains the right to transfer its interest to the Department along with all maintenance and operations responsibilities except for law enforcement coverage.
2. Term: The term of this Agreement shall be for a term of ten (10) years from the date first written above.
3. Construction: The Department agrees to design the access and the facilities at the Bundy Bridge Fishing Access Site, including an access road including a hard crossing of the back channel, parking, a boat ramp, signage and vault toilet. Further, the Department has approved a \$35,000 motorboat grant to aid in the development of this project.

Bundy Bridge Fishing Access Site Cooperative Agreement

A. The initial phase will be completed by the County and will include the furnishing and installation of a culvert and crossing of the backwater channel along with gravel parking area and access road materials. This phase will be completed in 2006.

B. Subsequent phases will be completed by either the Department or the County and may include vault toilet, concrete boat ramp, guardrail, emergency repairs, and other items as agreed to by both parties. This work may be completed by either the Department or the County or by Contract.

The County will be afforded the opportunity to review and comment on the design plans until both parties agree to the final design prior to construction of the facilities.

4. Operations and Maintenance:

A. The County agrees to participate in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The County will maintain the "old" petition #132 right-of-way from its departure of the "new" right-of-way, and all other constructed roads and parking areas in good repair and safe condition for public access.

ii. The County will control weeds in accordance with the County's weed control policies on the Bundy Right-Of-Way.

iii. Even though the site is to remain open all year, neither the County nor the Department is obligated to plow or remove snow from the site or the road at any time.

iv. The County will provide law enforcement coverage by the Sheriff's Office for crimes under its jurisdiction. The County will maintain all gravel surfacing up to three (3) times per year as needed.

B. The Department agrees to participate with the County in the operation and maintenance of the Bundy Bridge Fishing Access Site located at Bundy Bridge under the following terms and conditions:

i. The Department will perform normal Fishing Access Site maintenance activities, based upon the normal schedule, type and duration as other area FASs owned and operated by the Department. This includes, but is not limited to, litter pickup, fence maintenance, sign installation and maintenance, boat ramp maintenance and cleaning, and latrine maintenance and pumping, if and once installed.

Bundy Bridge Fishing Access Site Cooperative Agreement

ii. The Department will build and maintain fences and signage around the Bundy Bridge Fishing Access Site in good repair.

iii. The Department will provide law enforcement coverage by the local Fish and Game Warden for crimes under its jurisdiction at the usual schedule and during times determined by the local Fish and Game Warden.

5. Costs: Both the County and the Department will pay for their respective portions of the operation, upkeep, and maintenance costs as described above in Section 4.A and 4.B.

6. Nondiscrimination: Both the County and the Department will not discriminate against any individual or group because of race, color, religious creed, political ideas, sex, age, marital status, physical or mental handicap, national origin or ancestry in its operation or administration of the Bundy Bridge Fishing Access. The County and the Department will comply with all laws pertaining to the Equal Opportunity Act and the Fair Labor Standards Act.

7. Assignment: The County shall not assign its interest in this Agreement, in whole or in part, to any person or entity, other than the Department, without the written approval of the Department.

8. Remedies: If the County defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the Department may give the County written notice of such default or violation, after which the County will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the County fails to cure the default or violation within this 30-day period, the Department may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

If the Department defaults in the performance of any term or condition of this Agreement, or otherwise violates any provision, the County may give the Department written notice of such default or violation, after which the Department will have 30 days to cure the default or violation. To constitute a notice under this paragraph, the notice must indicate that it is given pursuant to this paragraph. If the Department fails to cure the default or violation within this 30-day period, the County may, at its discretion, terminate this Agreement, or seek any other remedy available to it under the law, including without limitation, specific performance or other equitable relief.

9. Liaison: The Department designates its Region 5 Supervisor, 2300 Lake Elmo Drive, Billings, Montana, 59105, to act as liaison between the Department and County for the operation of this Agreement. The County designates the County Commission Chair, 217 N. 27th Street,

Bundy Bridge Fishing Access Site Cooperative Agreement

Billings, Montana, 59101, to act as liaison between the County and the Department for the operation of this Agreement.

10. Hold Harmless and Indemnification: The Department shall hold harmless, indemnify and defend the County and its employees, agents, and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the County or its agents, employees, or contractor.

The County similarly agrees to hold harmless, indemnify and defend the Department and its employees, agents and contractors from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands or judgments, including without limitation reasonable attorney's fees arising from or in any way connected with injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition or other matter related to or occurring on or about the designated fishing access site unless due, in whole or in part, to the negligence or willful misconduct of the Department or its agents, employees, or contractor.

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**Bundy Bridge Fishing Access Site
Cooperative Agreement**

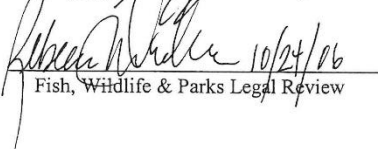
IN WITNESS WHEREOF, the Department and County have executed this Agreement.

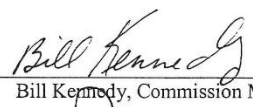
Montana Fish, Wildlife and Parks

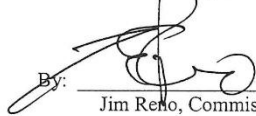
County of Yellowstone

By: 
Director

By: 
John Ostlund, Commission Chair

 10/24/06
Fish, Wildlife & Parks Legal Review

By: 
Bill Kennedy, Commission Member

By: 
Jim Reno, Commission Member

Page 5 of 5

Exhibit A

Bundy Bridge Fishing Access Site

Cooperative Agreement Extension

This Agreement Extension is made and entered into this 14 day of June, 2016, between the Montana Department of Fish, Wildlife and Parks, whose main address is 1420 East Sixth Avenue, P.O. Box 200701, Helena, MT 59620, (Department), and the County of Yellowstone, whose address is PO Box 35000, Billings, MT 59107-5000 (County).

RECITALS

The Department and County entered into that certain Cooperative Agreement, dated August 15, 2006 (attached), providing for the parties to establish responsibilities for initial construction of the access site improvements, and long-term operations and maintenance responsibilities for a period of 10 years, which expires on August 14, 2016.

The parties now desire that all terms and conditions of the 2006 Cooperative Agreement be renewed for a period of ten years, and be automatically renewed for additional ten year terms unless either party gives written notice of termination as provided for within the agreement or within 30 days before any renewal period.

The parties understand that any future construction and/or site improvements would require an additional amendment to the Agreement, and be subject to the approval of both parties.

AGREEMENT

In consideration of the mutual promises, terms and provisions set forth in the original Cooperative Agreement, the parties hereby agree to extend the Cooperative Agreement and all terms and conditions of the Cooperative Agreement shall remain in full force and effect.

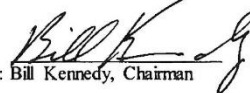
IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement Extension on the day and year first written above.

IN WITNESS WHEREOF, the Department and County have executed this Agreement.

Montana Fish, Wildlife and Parks

County of Yellowstone

By: 
Director

By: 
Bill Kennedy, Chairman


Fish, Wildlife & Parks Legal Review

By: 
John Ostlund, Member

By: 
James E Reno, Member

Exhibit B

- House Bill 648, sponsored by House Speaker Ler, requires FWP to notify County Commissions and Sheriffs within 24 hours, verbally and in writing, anytime MT FWP
 - relocates a grizzly bear in the county or to another county,
 - relocates a black bear to a different county (receiving county notification).
- It also requires distribution of an annual plan for relocation.
- How would the Yellowstone County Commissioners like to be notified and make suggestions for when within the 24 hours to contact you?
 - phone call,
 - voicemail,
 - email,
 - text
 - other methods
- Who should be contacted
 - commission chair,
 - commission admin
 - all commissioners

Will repeat the ask for the Sheriff's office.

B.O.C.C Thursday Discussion

1.

Meeting Date: 07/09/2026

Title: Board Recommendation

Submitted By: Erika Guy

TOPIC:

Board Recommendation - Kevin McGovern to Lockwood TEDD

BACKGROUND:

See Attached. Recommended by the Lockwood TEDD Board

RECOMMENDED ACTION:

Discuss

Attachments

Kevin McGovern

JUN 12 2026

BOARD APPLICATION FORM
YELLOWSTONE COUNTY, MONTANA

NAME: Kevin McLeaver HOME PHONE: 406-640-9274
ADDRESS: 6611 Trade Center Ave WORK PHONE: 406-640-9274
CITY: Billings STATE: MT ZIP: 59101
BUSINESS OR JOB: K2 Civil, Inc. / MC Property Holdings, Inc
E-MAIL ADDRESS: Kevinm@k2civilinc.com
BOARD OR COMMISSION APPLIED FOR: Lockwood TEDD

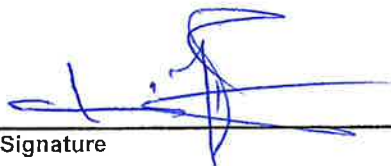
Please describe your experience or background that you believe qualifies you for service on this Board or Commission (attach additional sheets if needed):

I am a construction engineer, contractor, developer; I've had a wide variety of experiences working in Yellowstone County for the last 33 years.

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

Being a property owner / contractor has provided experience and knowledge that may provide some helpful oversight.

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


Signature

6.5.26
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: 07/09/2026

Title: CLOSED: Treasurer - Personnel

Submitted By: Erika Guy

TOPIC:

CLOSED: Treasurer - Personnel

BACKGROUND:

Closed

RECOMMENDED ACTION:

Closed

B.O.C.C Thursday Discussion

Meeting Date: 07/09/2026

Title: CLOSED: HR Personnel

Submitted By: Erika Guy

TOPIC:

CLOSED: HR Personnel

BACKGROUND:

NA

RECOMMENDED ACTION:

NA
