

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 - OCTOBER 8, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Elections** - September 2026 Election Update
2. **Youth Services Center** - Template Agreement for Juvenile Detention Reimbursement
3. **County Attorney** - Request for Landlord Consent to Assignment of Lease
4. **Public Works** -
 - a. MT Army National Guard Request for Use of Gabel Pit for Training Purposes
 - b. BAHF Centennial Ice Arena - Extension
 - c. Consultant services for Pavement Condition Index & Management Plan
5. **Human Resources** -
 - a. Adverse Employment Action Process
 - b. Non-Union Detention Sergeant Attendance Incentive Plan

COMMISSIONERS

1. 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.*

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/08/2026

Title: September 2026 Election Update

Submitted By: Dayna Causby, Election Administrator

TOPIC:

Elections - September 2026 Election Update

BACKGROUND:

September 2026 Election Update

RECOMMENDED ACTION:

Discussion

Attachments

Sept 2026 Commissioner Update



ELECTION ADMINISTRATIONS

(406) 256-2740 (OFFICE)

(406) 254-7940 (FAX)

elections@yellowstonecountymt.gov

P.O. Box 35002

Billings, MT 59107-5002

September 2026 Highlights

Documents Processed

- 7,301 documents processed. These documents include returned undeliverable ballot updates, out of county moves, out of state moves, any requests to be removed as a registered voter.
- Year-to-date: 26,267 documents processed

General Office Updates

- Updated grading and gutter work have been completed.
- New Election sign has been installed. The previous sign fell during a windstorm shortly after installation, a new sign and installation method have been completed.
- Parking plans for the NILE Stock Show have been finalized and plans for the last major event at METRAPark which will impact the flow of traffic have been completed. Staff at METRAPark, NILE, and the Election Department all have worked together to establish parking for all events happening during this time.

General Election Update (November 3, 2026)

Pre Ballot Mailout

- Voter Information packets have been printed by the Secretary of State's office and delivered to our mail vendor. Those packets will go out to households in the first week of October (mail date of 10/2). They contain statements regarding the statewide ballot initiatives.
- Ballot envelopes, election instructions, and ballots were delivered by 9/17. Ballots will be mailed Friday October 9th. Approx. 83,000 ballots will be mailed in Yellowstone County.
- Ballots are 1 page (front and back) with 80 ballot styles.
- Military and Overseas ballots were mailed September 18. 146 Military and Overseas ballots were transmitted on that day. As of 9/30 48 of those had been returned.
- A-frame signs will be placed at the courthouse and in the courthouse parking lot to direct people to the Election Center October 8.
- Starting October 6th voters must appear in person to register or make any changes or updates to their registration. Voters will then receive a ballot over the counter and can vote and cast their ballot all at once.

Post Ballot Mailout

- We expect ballots to be returned by mail starting on Wednesday October 14 due to the federal holiday on Monday Oct 12.
- Additional in-person training dates were September 14, September 15, and October 6 (approx. 70 new election judges were trained)
- Public test (Logic & Accuracy) date is October 22 at 10am.
- Drive-thru ballot drop-off will begin on Wednesday October 28 - Tuesday November 3 in the parking area in front of the MetraPark Pavilion. Voters will be able to enter through the main gate or from Bench Ave. The proposed times for this are: 8am-6pm. Election Day 7am-8pm
- We have been working with Billings Public transit to offer a shuttle for voters from the Downtown transit station to the METRA Pavilion on Election Day.
- Staff are working to place election judges for out-bound ballot preparation, late registration, in-bound ballot receiving, logic & accuracy testing, drive-thru drop off, early tabulation preparation, transportation teams, tabulation, election day precincts, same-day registration, post-election audit teams

Post Election Day

- Provisional Count will be held on Monday November 9 at 3pm.
- The post-Election audit will begin on Thursday November 12 at 9am and may extend through Friday November 13.
- School District #2 Canvass is Monday November 16.
- Canvass for the General Election is Tuesday November 17.

B.O.C.C Thursday Discussion

2.

Meeting Date: 10/08/2026

Title: YSC Template Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Youth Services Center - Template Agreement for Juvenile Detention Reimbursement

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Youth Detention Reimbursement Agreement

AGREEMENT FOR JUVENILE DETENTION REIMBURSEMENT AT YOUTH FACILITY

This Agreement for the reimbursement of costs for out of jurisdiction detention of juveniles at the Ted Lechner Youth Services Center (TLYSC) is entered into between the **THIRD PARTY** and YELLOWSTONE COUNTY (COUNTY) on this ____ day of _____ 2026.

WHEREAS, **THIRD PARTY** desires to have juveniles under its jurisdiction detained at the Ted Lechner Youth Services Center in Yellowstone County.

THEREFORE, this Agreement sets forth the following terms pursuant to which **THIRD PARTY** and COUNTY shall agree:

1. COUNTY will detain juveniles under the jurisdiction of **THIRD PARTY** at TLYSC upon request and with available space.
2. **THIRD PARTY** will reimburse COUNTY for the detention of juveniles under **THIRD PARTY**'s jurisdiction at a rate of \$____.____ a day.
3. Term. This Agreement shall begin on _____, 2026, and shall last for _____. The parties may mutually agree, in writing, to terminate this Agreement at any time with 30 days' notice. Further, either party may terminate this Agreement unilaterally with 30 days' written notice.
4. No Creation of Entity, Hold Harmless. This Agreement shall not be construed to create, either expressly or by implication, the relationship of agency or partnership between **THIRD PARTY** and COUNTY. Neither **THIRD PARTY** nor COUNTY is authorized to act on behalf of the other in any manner in relation to the subject matter of this Agreement, and neither shall be liable for the acts, errors, or omissions of the other entered into, committed or performed with respect to or in the performance of this Agreement. Each party agrees to indemnify and hold the other party harmless against any claims arising from the acts, errors or omissions of its employees or agents relating to this Agreement.
5. Refusal to Accept; Discontinuation of Services. Notwithstanding any other provision of this Agreement, COUNTY may, in its sole discretion and for any reason, (a) refuse to accept any juvenile referred by **THIRD PARTY** for detention at TLYSC, and (b) discontinue the detention of any juvenile of **THIRD PARTY** then held at TLYSC. Grounds for refusal or discontinuation include, without limitation, the conduct, behavior, or condition of the juvenile (including medical, mental-health, or safety needs that TLYSC is not equipped to manage), and circumstances unrelated to the juvenile (including overcrowding, lack of available space, and staffing limitations). Before discontinuing the detention of a juvenile then held at TLYSC, COUNTY shall give **THIRD PARTY** at least twenty-four (24) hours' written notice; COUNTY shall notify **THIRD PARTY** of any refusal to accept a juvenile. **THIRD PARTY** shall be responsible for the transport and removal of any juvenile whose detention is refused or discontinued, and shall remove the juvenile no later than the end of the notice period. Reimbursement under this Agreement shall be prorated through the date the juvenile is removed.

6. Medical and Mental-Health Care; Cost. COUNTY, through TLYSC staff, is authorized to arrange for and consent to routine, urgent, and emergency medical, dental, and mental-health care for any juvenile of **THIRD PARTY** detained at TLYSC when such care is reasonably necessary. **THIRD PARTY** shall be responsible for and shall reimburse COUNTY for all costs of medical, dental, and mental-health care furnished to its juveniles, including the cost of medications, off-site treatment, hospitalization, and transport for care, whether provided on-site or off-site. Such costs are in addition to the daily detention rate and shall be billed to and paid by **THIRD PARTY** upon invoice.
7. Transportation of Juveniles. **THIRD PARTY** is responsible for all transportation of its juveniles, including transport to and from TLYSC and any transport required during the period of detention. COUNTY will not transport **THIRD PARTY**'s juveniles except in an emergency. The Yellowstone County Sheriff's Office provides transportation only for juveniles under the jurisdiction of Yellowstone County. **THIRD PARTY** may contract with the Yellowstone County Sheriff's Office to perform some or all of **THIRD PARTY**'s required transports if the Sheriff's Office has available manpower. **THIRD PARTY** shall reimburse COUNTY for the cost of any transport COUNTY provides for **THIRD PARTY** juveniles, including emergency transport, upon invoice.
8. Governing Law, Informal Dispute Resolution, Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Montana. Should a dispute arise regarding the terms of this Agreement, the parties shall first enter into good faith discussions in an attempt to resolve the dispute. Should the dispute result in litigation, the parties agree that proper venue lies in the Montana 13th Judicial District Court.
9. Entire Agreement and Revocation of Prior Agreement. This Agreement embodies the entire understanding between **THIRD PARTY** and COUNTY with respect to the specific subject matter hereof, and no prior oral or written representation shall serve to modify or amend this Agreement. This Agreement may not be modified except by action of both parties.
10. Authorized Signatures. The parties represent and agree that the persons signing this Agreement have authorization to bind their respective governmental entities to the terms of this Agreement.

Passed and Adopted on the _____ day of _____ 2026.

YELLOWSTONE COUNTY, MONTANA

THIRD PARTY

Sam Bofto, Director
Ted Lechner Youth Services Center

_____, _____

B.O.C.C Thursday Discussion

3.

Meeting Date: 10/08/2026

Title: County Attorney - Request for Landlord Consent to Assignment of Lease

Submitted By: Erika Guy

TOPIC:

County Attorney - Request for Landlord Consent to Assignment of Lease

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss

Attachments

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

LANDLORD CONSENT TO ASSIGNMENT AND ASSUMPTION OF LEASE

This Landlord Consent to Assignment and Assumption of Lease (“**Consent**”), is entered into as of this ____ day of _____, 2026 (“**Effective Date**”), by and among **YELLOWSTONE COUNTY MONTANA** as successor-in-interest to Miller Trois, LLC, a Montana limited liability company (“**Landlord**”), **BMO BANK N.A.** (f/k/a BMO Harris Bank N.A.), a national banking association (“**Assignor**”), and _____, a _____ (“**Assignee**”).

RECITALS:

WHEREAS, Landlord and Assignor entered into that certain Lease Agreement dated September 21, 2016 (“**Original Lease**”), as amended by that certain First Amendment to Lease Agreement dated May 27, 2026 (“**First Amendment**”) (the Original Lease and the First Amendment are, collectively, the “**Lease**”) for those certain premises commonly known as the entire 5th floor in the building commonly known as 2825 Third Avenue, North, Billings, Montana (“**Premises**”) as more particularly described in the Lease;

WHEREAS, Assignor and Assignee desire to enter into a certain agreement (“**Assignment Agreement**”), whereby Assignor will assign all of its right, title and interest in and to that certain Lease to Assignee;

WHEREAS, Assignor and Assignee have requested Landlord’s consent to the assignment transaction described in this Consent (“**Transfer**”); and

WHEREAS, Landlord has agreed to give such consent upon the terms and conditions contained in this Consent.

THEREFORE, in consideration of the foregoing preambles which by this reference are incorporated herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Landlord, Assignor and Assignee agree and represent as follows:

1. Lease Assignment Agreement. Assignor and Assignee hereby represent that the Assignment Agreement fully assigns all of Assignor’s right, title and interest in the Lease to Assignee.

2. Representations. Assignor hereby represents that Assignor (i) has full power and authority to assign its entire right, title and interest in the Lease to Assignee and (ii) has full power and authority to enter into the Assignment Agreement and this Consent. Assignee hereby represents and warrants that Assignee has full power and authority to enter into the Assignment Agreement and this Consent.

3. Assumption. Notwithstanding anything to the contrary contained in the Assignment Agreement, effective as of the Effective Date, Assignee, for itself and its successors and assigns hereby assumes and agrees to perform and be bound by all of the covenants, agreements, provisions, conditions and obligations of Assignor under the Lease, including but not limited to, the obligation to pay Landlord for all adjustments of rent and other additional charges payable pursuant to the terms of the Lease. Nothing contained in the Assignment Agreement shall be deemed to amend, modify or alter in any way the terms, covenants and conditions set forth in the Lease. Notwithstanding anything to the contrary in this Consent, Assignee does not assume, and Assignor retains any obligation or liability under the Lease to the extent arising, or required to be performed, prior to the Effective Date or arising out of any facts, circumstances, acts or omissions occurring prior to the Effective Date. Further notwithstanding anything to the contrary in this Consent, Assignor does not assume, and Assignee shall retain any obligation or liability under the

Lease to the extent arising, or required to be performed, on or after to the Effective Date or arising out of any facts, circumstances, acts or omissions occurring on or after the Effective Date.

4. Notices. From and after the Effective Date, notices to Assignor and Assignee shall be served in accordance with the terms of the Lease at the addresses set forth below. Nothing in this Section 4 shall be construed to impose upon Assignor any continuing obligations under the Lease following the Effective Date of the Assignment Agreement.

TO ASSIGNOR:

TO ASSIGNEE:

BMO Bank N.A.
Attn: Procurement – Property Administration
P.O. Box 755
Chicago, IL 60690
Email:
Procurement.propertyadminUScomms@bmo.com

With copies to:

BMO Transaction Management's General Email:
Email:
057dd908.bmo.onmicrosoft.com@amer.teams.ms

And:

William J. Lewis
Barnes & Thornburg LLP
1 N. Wacker Drive, Suite 4400
Chicago, IL 60606

5. Landlord's Consent. In reliance upon the agreements and representations contained in this Consent, Landlord hereby consents to the Transfer. This Consent shall not constitute a waiver of the obligation of the Assignee to obtain the Landlord's consent to any subsequent assignment, sublease or other transfer under the Lease. As of the effective date of the Assignment Agreement, Landlord hereby releases Assignor from all obligations under the Lease notwithstanding anything contained in the Lease or this Consent to the contrary. Additionally, Landlord hereby releases Assignor from any and all claims, liabilities, and obligations under or relating to the Lease, whether arising before, on, or after the effective date of the Assignment Agreement, and Assignor shall have no further liability to Landlord in connection with the Lease or the Premises.

6. Counterparts. This Consent may be executed in counterparts and shall constitute an agreement binding on all parties notwithstanding that all parties are not signatories to the original or the same counterpart provided that all parties are furnished a copy or copies thereof reflecting the signature of all parties. The parties acknowledge and agree that they shall have the right to conduct this transaction by electronic means and that this Consent may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, in addition to electronically produced signatures, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

7. Definitions. Any term which is capitalized, but not defined in this Consent, which is capitalized and defined in the Lease shall have the same meaning for purposes of this Consent as it has for purposes of the Lease.

8. Governing Law. This Consent shall be governed by, and construed and enforced in accordance with, the laws of the State of Montana, without regard to its conflict-of-laws principles.

9. Conflict of Provisions. In the event of any conflict between the Lease and this Consent, the terms, conditions and provisions of this Consent shall govern. However, except as expressly set forth in this Consent, all of the terms, covenants, conditions and provisions of the Lease shall continue in full force and effect. As between Assignor and Assignee, in the event of any conflict between the Purchase Agreement, dated as of May 11, 2026, by and among Elm Fork Holdco LP, Elm Fork Asset-Backed Services LLC and Bank of Montreal (“**Purchase Agreement**”), and this Consent, the terms, conditions and provisions of the Purchase Agreement shall govern.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Landlord, Assignor and Assignee have executed this Consent as of the Effective Date.

LANDLORD:

YELLOWSTONE COUNTY MONTANA

By: _____
Name: _____
Title: _____

ASSIGNOR:

BMO BANK N.A.,
a national banking association

By: _____
Name: _____
Title: _____

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

B.O.C.C Thursday Discussion

4. a.

Meeting Date: 10/08/2026

Title: MT Army National Guard Request for Use of Gabel Pit for Training Purposes

Submitted By: Monica Plecker, Public Works Director

TOPIC:

MT Army National Guard Request for Use of Gabel Pit for Training Purposes

BACKGROUND:

The 260th Engineer Company, Montana Army National Guard (MTARNG), requests use of a designated training area that is approximately 30-50 acres in Billings, MT from the Yellowstone County Department of Public Works for horizontal and vertical construction training. The request is to use county ground, but the request does not include the use of county equipment. All equipment will be provided by the MTARNG. The Guard has similar agreements in place with the Butte and Miles City.

MTARNG staff will be present to provide information and answer questions.

RECOMMENDED ACTION:

Discuss.

Attachments

Additional Information

Proposal for a Montana National Guard Training Area

PROPOSAL FOR ENGINEER TRAINING AREA

260th Engineering Company

Prepared For:

Yellowstone County Department of Public Works

Prepared By:

G3, Montana Army National Guard

Point Of Contact:

1LT Trevor Drinville

406-324-3959 or trevor.a.drinville.mil@army.mil

Executive Summary:

The 260th Engineer Company, Montana Army National Guard, requests use of a designated training area that is approximately 30-50 acres in Billings, MT from the Yellowstone County Department of Public Works for horizontal and vertical construction training. A local site would eliminate the current travel burden to Miles City, allow an estimated 75 percent of each drill weekend to focus on hands-on operations, and enable multi-crew training on complete projects such as road construction, earthmoving, site preparation, and foundation work. Approval would improve operator qualification and proficiency while increasing unit readiness for both state and federal missions.

1. Proposed Activities

- This site would be used as a dedicated equipment and construction training area for multiple platoons to train together in one location. It would support both horizontal construction activities, such as roadwork and earthmoving, and vertical construction activities, such as foundation and building-related work.

2. Why is this area needed?

- Currently, personnel must travel to Miles City for equipment training. The round-trip requires approximately six hours and significantly reduces available training time during limited weekend drill periods.
- A local training area in Billings would eliminate that travel time and allow substantially more hands-on training. The unit estimates that approximately 75 percent of a drill weekend could then be dedicated directly to equipment operations.
- The proposed site would:
 - Improve operator training and qualifications for new personnel.
 - Maintain proficiency of currently licensed operators through required recurring evaluations.
 - Enable multiple crews to train together on complete construction projects rather than isolated individual tasks.
 - Increase readiness for both state and federal missions.

3. What Training will be conducted?

- Training at the site would focus on:
 - Construction and heavy equipment operations, including loading, hauling, grading, watering, and compacting.
 - Road construction and earthmoving.
 - Site preparation, foundation excavation, utility trenching, backfilling, basic structural construction support.
 - Construction of roads, berms, and protective positions.

4. Similar Successes

MTARNG has successfully implemented two similarly situated agreements:

- **Butte Training Area:** Under a multi-year inter-agency license agreement between the Montana Department of Military Affairs (DMA), the Montana National Guard (MTNG), and the Montana Department of Transportation (MDT), MTNG engineers utilize an active gravel pit near Butte for vital earthmoving and heavy-equipment operations. The facility delivers hands-on operating experience in excavation, trenching, grading, and other practical engineering operations. These proficiencies have already contributed to soldier readiness for overseas troop deployments, including infrastructure missions in Germany. Access to active terrain enables service members to master both horizontal and vertical engineering disciplines and equips soldiers with specialized technical skills, heavy machinery qualifications, and safety expertise. The Butte Training Area demonstrates how public land and infrastructure assets can have dual purposes and serves as an effective operational template for future county-level partnerships.
- **Miles City Training Area:** Another multi-year inter-agency license agreement that provides engineering training opportunities to MTNG. This 2024 agreement between DMA, MTNG, and the City of Miles City enables soldiers to receive engineering training at a gravel pit near Miles City. Like the Butte Training Area, soldiers are gaining valuable training experience on large-scale earth-moving equipment, all while the City of Miles City maintains continual use and benefits to the gravel pit.

Proposal for a Montana National Guard Training Area in Yellowstone County

Montana Department of Military Affairs (DMA)

Proposed
Location:

Gabel Pit
or Other Similar
Areas of
Approximately
30-50 Acres



Improving Mission Readiness

An engineer training area in Yellowstone County would . . .

1. substantially reduce Montana National Guard (MTNG) travel time, increasing training time;
2. help to maintain operator proficiencies;
3. provide training opportunities for new personnel; and
4. increase mission readiness at state and federal levels.

Similar Successes: Butte (MDT) and Miles City (City of Miles City) Training Area Agreements



Source: <https://www.youtube.com/watch?v=npUarDyKWos>
(KPAX footage of Butte TA)

Conclusion & Thank you

- A MTNG engineer training area in Yellowstone County would help increase training opportunities and access for Billings personnel. Upon the County's approval, DMA hopes to negotiate an instrument like those described.
- For further questions please reach out to Real Estate & Grants Program Manager, Sarah Leopard
 - Phone number: (406) 324-3112
 - Email: sarah.j.leopard.nfg@army.mil

B.O.C.C Thursday Discussion

4. b.

Meeting Date: 10/08/2026

Title: BAHL Centennial Ice Arena - Lease Extension

Submitted By: Monica Plecker, Public Works Director

TOPIC:

BAHL Centennial Ice Arena - Extension

BACKGROUND:

Yellowstone County is still in the process of negotiating a lease with Yellowstone Ice Foundation (YIF) for the use of Centennial Ice Arena. The purpose of this extension is to have Billings Amateur Hockey League continue to be the responsible party until YIF and YCO are able to negotiate a new lease.

RECOMMENDED ACTION:

Approve

Attachments

Agreement

SECOND AMENDMENT TO LEASE

THIS SECOND AMENDMENT TO LEASE (this "Second Amendment"), made and entered into with an effective date of July 1, 2026, is by and between BILLINGS AMATEUR HOCKEY LEAGUE, INC., a Montana corporation (the "Lessee"), and YELLOWSTONE COUNTY, MONTANA (the "Lessor").

RECITALS

1. The Lessor and Lessee entered into a lease on or about July 26, 2006, with an effective date of July 1, 2006 (the "Lease Agreement").
2. The Lessor and Lessee amended the Lease Agreement pursuant to that certain Amendment to Lease dated May 31, 2016 (the "First Amendment"), which extended the term of the Lease Agreement through June 30, 2026. The Lease Agreement, as amended by the First Amendment, is referred to as the "Lease."
3. The Lessor and Lessee have agreed to further amend the Lease to extend its term, subject to the terms and conditions set forth in this Second Amendment.
4. The purpose of this extension is to determine if an agreement can be reached with a third party to take over and extend the lease with the intent of refurbishing and reopening the facility.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are acknowledged, the parties to this Second Amendment covenant and agree to be bound as follows:

Section 1. Incorporation of Lease.

The Lease is incorporated into this Second Amendment by reference in its entirety.

Section 2. Capitalized Terms.

Capitalized terms used in this Second Amendment and not otherwise defined in this Second Amendment shall have the meanings assigned to them in the Lease, unless the context shall otherwise require.

Section 3. Extension of Term.

The term of the Lease, which is currently scheduled to end on June 30, 2026, is hereby extended through and including December 31, 2026, unless sooner terminated in accordance with the terms of the Lease or if the County enters into an agreement with another party.

Section 4. Effectiveness of Amendment.

This Second Amendment shall become effective upon its execution by Lessee and Lessor.

Section 5. Affirmation of Lease.

The Lessor and Lessee each acknowledge and affirm that the Lease, as amended by this Second Amendment, is ratified and confirmed in all respects, and all terms, conditions, and provisions of the Lease, except as amended by this Second Amendment, shall remain unmodified and in full force and effect.

Section 6. Counterparts.

This Second Amendment may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and either of the parties hereto may execute this Second Amendment by signing any such counterpart.

Section 7. Governing Law.

This Second Amendment shall be construed under and in accordance with the laws of the State of Montana.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed as of the day and year first above written.

LESSEE:

BILLINGS AMATEUR HOCKEY LEAGUE, INC.

By: 

Name: Kyle Foleman

Title: BAHL President

LESSOR:

YELLOWSTONE COUNTY, MONTANA

By: _____

Mark Morse, Yellowstone County Commissioner

By: _____

Mike Waters, Yellowstone County Commissioner

By: _____

Chris White, Yellowstone County Commissioner

ATTEST:

By: _____

Meeting Date: 10/08/2026

Title: Consultant services for Pavement Condition Index & Management Plan

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Consultant services for Pavement Condition Index & Management Plan

BACKGROUND:

Public Works is responsible for maintaining over 300 miles of paved roads, excluding those roads served by County rural special improvement districts (RSID). Currently, Public Works has no standard process for identifying roads in need of rehabilitation, preservation, or maintenance. Public Works intends to hire a professional services client to complete a pavement condition survey and establish a ten-year horizon pavement management plan. The client uses sophisticated imagery tools attached to vehicles to complete the analysis. The imagery analyzes up to 15 different surface condition criteria to appoint a condition index to a road. The consultant will perform the visual imagery as well as a secondary investigation to determine a structural index. All of this data will be processed to generate a pavement condition index and structural rating. Using this data and the Public Works current and forecasted budgets, the client will establish a ten-year plan to ensure the County has a cost-effective pavement management plan. Public Works would anticipate that this process is repeated every three to five years to ensure the degradation on certain roads does not require a revised management plan.

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion

5. a.

Meeting Date: 10/08/2026

Title: Adverse Employment Action Process

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Adverse Employment Action Process

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion

5. b.

Meeting Date: 10/08/2026

Title: Attendance Detention Sergeant Attendance Incentive Plan

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Non-Union Detention Sergeant Attendance Incentive Plan

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.
