

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 29, 2026

8:45 Calendar

9:00 COMMISSIONERS DISCUSSION

PLEDGE

DEPARTMENTS

1. **Montana Department of Commerce** - Community Technical Assistance Program CTAP
2. **Aflac** - Presentation with Jake and Duane
3. **Youth Services Center** - Guardian RFID Agreement Addendum B Amendment
4. **HR** - Wheelchair Loaner Policy

COMMISSIONERS

1. County Commissioner Appointment on the Urban Renewal Districts Committee
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.*

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/29/2026

Title: CTAP

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Montana Department of Commerce - Community Technical Assistance Program CTAP

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion

2.

Meeting Date: 10/29/2026

Title: Aflac Presentation

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Aflac - Presentation with Jake and Duane

BACKGROUND:

N/A

RECOMMENDED ACTION:

Discuss.

B.O.C.C Thursday Discussion

3.

Meeting Date: 10/29/2026

Title: Guardian RFID Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Youth Services Center - Guardian RFID Agreement Addendum B Amendment

BACKGROUND:

This amendment is to add the medical module to this contract.

RECOMMENDED ACTION:

Discuss.

Attachments

Guardian RFID Agreement Addendum B Amendment



GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT

THIS GUARDIAN RFID SYSTEM AGREEMENT ADDENDUM B AMENDMENT (the "Amendment") is entered into as of October 20, 2026 ("Effective Date") by and between Codex Corporation d/b/a GUARDIAN RFID, a Minnesota corporation ("GUARDIAN RFID"), having its principal place of business at 6900 Wedgwood Rd. N, Suite 325, Maple Grove, MN 55311 and Yellowstone Youth Services Center (MT), a body corporate and politic under the laws of the state of Montana ("Customer"), having its principal place of business at 410 South 26th Street, Billings, MT 59101.

WHEREAS, GUARDIAN RFID provides a system comprised of software, hardware, support services, and a web-based software as a service platform to deliver a wide range of inmate management, monitoring, and tracking solutions (the "GUARDIAN RFID System").

WHEREAS, GUARDIAN RFID and the Customer previously entered into an agreement governing the implementation and use of the GUARDIAN RFID System (the "Agreement").

WHEREAS, the Customer desires to continue using the GUARDIAN RFID System along with replacing addendum B pursuant to this Amendment.

NOW THEREFORE, the parties agree as follows:

Addendum B is amended to reflect changes to the Annual Software Renewal Fee (SRF) and is to be replaced with the following terms on the following Addendum B:



ADDENDUM B
FEE PAYMENT SCHEDULE

Term	Year	Fee Type*	Event Occurrence	Amount
Initial Term	Year 1 – Includes all time from contract execution to the first anniversary of go-live.	100% of Initial Term Fee for Year One	Contract Execution	\$6,631.30
Extended Term	Year 2	Initial Term Fee for Year Two** DATE (01/29/2027)	First Year Anniversary of the Go-Live Date <u>Medication Manager Add-On</u> New Annual SRF	\$6,545.00 \$ 995.00 \$7,540.00
	Year 3	Initial Term Fee for Year Three** DATE (01/29/2028)	Second-year anniversary of the Go-Live Date	\$7,540.00
	Year 4	Extended Term Year One Renewal Fee*** DATE (01/29/2029)	Third-year anniversary of the Go-Live Date	\$7,540.00
	Year 5	Extended Term Year Two Renewal Fee*** Date (1/29/2030)	Fourth-year anniversary of the Go-Live Date	\$7,540.00
	Year 6	Extended Term Year Three Renewal Fee*** Date (1/29/2031)	Fifth-year anniversary of the Go-Live Date	\$7,540.00
Modification Fee	[No such modifications contemplated as of the Effective Date.]			[N/A]

* These amounts do not include any taxes.

*** The Renewal Fee represents the costs for renewing licenses to use the GUARDIAN RFID System for the Extended Term and will be increased if the Customer chooses to make additional purchases from GUARDIAN RFID of additional Hardware or licenses for GUARDIAN RFID Software, access and use of the GUARDIAN RFID OnDemand platform, or Third-Party Software. In such case, GUARDIAN RFID will provide the Customer with an updated Addendum B at the time of such additional purchases, which will automatically amend and replace this Addendum B.



In addition to increases due to those additional purchases, Renewal Fees may be increased by up to 5% annually, provided that GUARDIAN RFID provides notice to the Customer at least ninety (90) days prior to the end of the initial Term or the end of any Extended Term, as applicable.

Invoices will be sent from GUARDIAN RFID to the Customer based on the occurrence of certain events, as follows:

The remainder of the Agreement remains in full force and effect.

By signing below, GUARDIAN RFID and the Customer each agrees to the terms and conditions of this Amendment and acknowledges the existence of consideration.

GUARDIAN RFID

RECEIVING PARTY

A handwritten signature in blue ink, appearing to read "Mark W. Cowley".

By: _____
(signature of authorized representative)

Name: Mark Cowley
Title: Director of Jail Ops
Date: 10/20/2026

By: _____

(signature of authorized representative)

Name: _____
Title: _____
Date: _____

B.O.C.C Thursday Discussion

4.

Meeting Date: 10/29/2026

Title: HR - Wheelchair Policy

Submitted By: Erika Guy

TOPIC:

HR - Wheelchair Loaner Policy

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss Updates

Attachments

Policy 25-95

YELLOWSTONE COUNTY COURTHOUSE

WHEELCHAIR LOANER POLICY

POLICY 25-95

Purpose:

To ensure all members of the public have equal access to Courthouse services, Yellowstone County provides wheelchairs as a courtesy to individuals with mobility impairments. This policy outlines the terms and procedures governing the use of Courthouse wheelchair loaners.

Wheelchair Availability and Access:

Wheelchairs are available from Room 106, on the main floor of the County Courthouse and may be used **exclusively on Courthouse property**.

Wheelchairs are available on a **first-come, first-served** basis during Courthouse business hours, Monday through Friday, 8:00 AM to 5:00 PM (excluding holidays).

Individuals may request a wheelchair by checking in at Room 106 on the main floor of the Courthouse.

Duration of Use:

Wheelchairs are for **short-term use** only, limited to the duration of the user's visit to the Courthouse.

Wheelchairs **must be returned to Room 106 of the Courthouse** before leaving the premises or before the Courthouse closing time on the same day.

User Agreement and Liability Waiver:

Prior to using a wheelchair, users must complete a **Wheelchair Loan Agreement**, which includes Name and Contact Information, (Valid Identification to confirm identity)

- Time and date of checkout.
- Agreement to return the wheelchair in good condition.
- Signature confirming understanding and acceptance of liability terms.
- Liability Waiver will be signed as part as part of the agreement which includes Acknowledgement that that the wheelchair is provided "as is".
- Agreement that Yellowstone County is not liable for injury or damage arising from the use of the equipment.
- Confirmation that the user is solely responsible for safe and proper use of the wheelchair.

Maintenance and Sanitation:

- Wheelchairs will be visually inspected by Courthouse staff after each use.
- A monthly preventative maintenance check will be performed by Facilities to ensure mechanical integrity of wheels, brakes, seats and arms.
- Wheelchairs will be cleaned and disinfected after every use using approved sanitizing agents.
- Any wheelchair found to be damaged or unsafe will be removed from circulation until repaired or replaced.

User Responsibilities:

- Users are expected to operate the wheelchair responsibly and only within the Courthouse.
- Wheelchairs must not be taken off site or used for transport outside of the Courthouse.
- Users must immediately report any malfunction, damage, or incident involving the wheelchair to staff in Room 106.

Non-Compliance:

Failure to follow the terms of the loan agreement may result in:

- Denial of future wheelchair loan privileges.
- Notification to law enforcement if equipment is removed or intentionally damaged.

Contact:

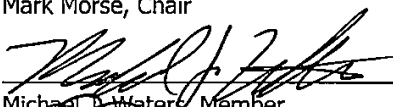
For questions or assistance with the wheelchair loaner program please contact the Yellowstone County Staff in room 106 or call 406-256-2705.

Approved this 5th day of August 2025. This policy becomes effective when approved.

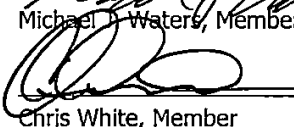
Board of County Commissioners



Mark Morse, Chair

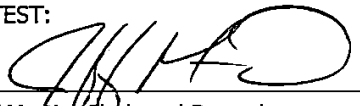


Michael J. Waters, Member



Chris White, Member

ATTEST:



Jeff Martin, Clerk and Recorder

Yellowstone County Wheelchair Loan Agreement

This agreement is made between the undersigned borrower and Yellowstone County Courthouse for the temporary loan of a wheelchair for use while on County premises.

1. Borrower Information:

Full Name: _____ Phone Number: _____

Physical Address: _____

City, State, Zip: _____

2. Identification:

Type of ID Provided: _____

ID Number: _____

Borrower must present a valid government-issued photo ID at time of checkout.

3. Loan Details:

Checkout Date: _____ Checkout Time: _____

Expected Return Time (Same Day): _____

All wheelchairs **must** be returned to Room 106 before the Courthouse closes on the same day as the checkout.

Liability Waiver and Terms of Use:

By signing this agreement, the borrower acknowledges and agrees to the following:

- The wheelchair is provided "**AS IS**" and in good working condition at the time of checkout.
- The borrower accepts full responsibility for the care and custody of the wheelchair while in their possession.
- The borrower agrees to return the wheelchair in the same condition in which it was loaned, excluding reasonable wear and tear.

- The wheelchair is to be used only within the Courthouse, for Courthouse business.
- The borrower agrees to immediately report any malfunctions, damage, or incident the wheelchair to Courthouse Staff.
- The County is not liable for any injuries, damage or loss resulting from the use of the wheelchair.
- The borrower waives all claims against the County arising from the use or misuse of the wheelchair.
- Failure to return the wheelchair as agreed will result in criminal charges.

Acknowledgement and Signature:

I the undersigned, confirm that I have read, understand, and accept the terms and conditions of this wheelchair loan agreement. I acknowledge that the wheelchair is being provided "as Is" and I agree to return it I good condition.

Borrower's Name (print): _____

Borrower's Signature: _____

County Staff Name (print): _____

Staff Signature: _____

Date: month/day/year: _____

For internal use only:

Condition of wheelchair at checkout: _____

Condition at return: _____

Any Reported issues: Yes / No

Details if Yes: _____

B.O.C.C Thursday Discussion

1.

Meeting Date: 10/29/2026

Title: County Commissioner Appointment on the Urban Renewal Districts Committee

Submitted By: Erika Guy

TOPIC:

County Commissioner Appointment on the Urban Renewal Districts Committee

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Discuss a Commissioner Appointment

Attachments

Urban Renewal Districts Committee

RESOLUTION 26-11388

A RESOLUTION CONSOLIDATING THE URBAN RENEWAL DISTRICT ADVISORY COMMITTEES INTO A SINGLE BILLINGS URBAN RENEWAL DISTRICT ADVISORY COMMITTEE, AND RESCINDING RESOLUTIONS 25-11291, 25-11292, AND 25-11293

WHEREAS, City Council has adopted urban renewal plans creating three urban renewal districts that include a tax increment financing provision: the Extended North 27th Street Urban Renewal District (“DOWNTOWN District”), created by Ordinance No. 08-5483 on December 8, 2008; the East Billings Urban Renewal District (“EBURD”), modified by Ordinance No. 15-5652 on April 13, 2015; and the South Billings Boulevard Urban Renewal District (“SBBURD”), expanded by Ordinance No. 21-5765 on July 26, 2021, and expanded by Ordinance 25-5922 on November 10, 2025 (collectively, the “Districts”).

WHEREAS, the 2025 Montana legislature passed Senate Bill 3 (“SB3”), requiring any urban renewal district that uses tax increment financing to create an advisory committee to advise the local government about the administration of the urban renewal area, and requiring that the committee include at least one representative from each incorporated city or town, county, or school district with boundaries that overlap the urban renewal district.

WHEREAS, on August 25, 2025, in response to SB3, City Council adopted Resolution 25-11293 creating the Extended North 27th Street Urban Renewal District Advisory Committee, Resolution 25-11291 creating the East Billings Urban Renewal District Advisory Committee, and Resolution 25-11292 creating the South Billings Boulevard Urban Renewal District Advisory Committee (collectively, the “Prior Resolutions”), each establishing a separate advisory committee for its respective District.

WHEREAS, City Council has determined that consolidating the three advisory committees into a single Billings Urban Renewal Districts Advisory Committee will promote efficient administration and coordinated oversight of the Districts, while continuing to satisfy the requirements of SB3 as to each District individually.

WHEREAS, Billings, Montana City Code (BMCC) Section 2-501 provides, “[a]ll boards, committees or commissions shall be governed by this article except as otherwise provided by Charter, this Code, statute or interlocal agreement.”

WHEREAS, the advisory committee required by SB3 is a permanent advisory committee that is required by state law. Sec. 2-501, BMCC.

WHEREAS, BMCC Article 2-500 sets forth the qualifications, process for appointment, terms of office, rules of procedure for meetings, powers, and supervision of advisory boards except as otherwise provided in state law. Sec. 2-501, BMCC.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BILLINGS, MONTANA, THAT RESOLUTIONS 25-11291, 25-11292, AND 25-11293 ARE RESCINDED AND THE BILLINGS URBAN RENEWAL DISTRICTS ADVISORY COMMITTEE IS CREATED AS FOLLOWS.

Section 1. Transition Period; Continued Operation of Prior Committees. Until the Transition Date, the advisory committees established under Resolution 25-11291 (East Billings Urban Renewal District Advisory Committee), Resolution 25-11292 (South Billings Boulevard Urban Renewal District Advisory Committee), and Resolution 25-11293 (Extended North 27th Street Urban Renewal District Advisory Committee) shall continue to meet, act, and exercise all advisory functions granted to them under the applicable Prior Resolution, and the members serving on those committees shall continue to hold their respective seats and terms as though the Prior Resolutions remained in full force and effect.

“Transition Date” means the date on which all eleven (11) members of the Advisory Committee identified in Section 4 below have been appointed by the Mayor and confirmed by City Council, and the Advisory Committee has held its first organizational meeting. The City Administrator shall promptly notify City Council and the chair of each committee formed under the Prior Resolutions, in writing, upon the occurrence of the Transition Date.

Section 2. Rescission. Effective as of the Transition Date, Resolution 25-11291, Resolution 25-11292, and Resolution 25-11293 are rescinded in their entirety, and the advisory committees established under those resolutions are dissolved.

Section 3. A single advisory committee, to be known as the “Billings Urban Renewal Districts Advisory Committee” (“BURD/Advisory Committee”), is hereby created to advise City Council regarding the administration of the DOWNTOWN, EBURD, and SBBURD. Members of the Advisory Committee will be appointed by the Mayor and confirmed by City Council. The Mayor shall promptly begin the appointment process to minimize the transition period described in Section 1. The Advisory Committee shall not exercise the advisory functions described in Section 8 below until the Transition Date; until that date, those functions continue to be performed by the committees described in Section 1.

Section 4. The Advisory Committee shall be comprised of eleven (11) voting members qualified as set forth in Sec. 2-501.1, BMCC, and shall be comprised as follows:

- a. One (1) representative from the City of Billings.
- b. One (1) representative from Yellowstone County.
- c. One (1) representative from School District 2.
- d. One (1) representative from Elysian School District 23.
- e. One (1) representative of Big Sky Economic Development Authority.
- f. Two (2) at-large members who own, operate, or represent a business, property, or organization in the DOWNTOWN District or who otherwise have a significant vested interest or presence in the DOWNTOWN District.
- g. Two (2) at-large members who own, operate, or represent a business, property, or organization in the EBURD or who otherwise have a significant vested interest or presence in the EBURD.
- h. Two (2) at-large members who own, operate, or represent a business, property, or organization in the SBBURD or who otherwise have a significant vested interest or presence in the SBBURD.

Section 5. New Appointments; Termination of Prior Appointments. Effective as of the Transition Date, all appointments made under the Prior Resolutions, and the terms associated with those appointments, terminate. The Mayor shall appoint, subject to confirmation by City Council, all members of the Advisory Committee identified in Section 4 above. An individual who served under a Prior Resolution is eligible for appointment to the Advisory Committee but does not carry over any prior term, seniority, or holdover status; each appointment made under this Resolution is a new appointment governed by Section 6 below.

Section 6. In accordance with Sec. 2-505, BMCC, the terms will run on a calendar year basis, except each board member shall serve an inaugural term from the date of appointment by City Council to December 31, 2026. If a board member's term expires before his or her replacement has been appointed, he or she shall holdover until the position has been filled. All appointees after the initial appointments described in the following paragraph shall be appointed for four (4) year terms. The remainder of Sec. 2-505, BMCC, is superseded by state law and terms will not be limited. A vacancy occurring during a term will be filled for the unexpired term in the same manner as other vacancies.

Beginning January 1, 2027, terms of appointees shall initially be staggered as follows, and subsequent appointees shall have terms of four (4) years thereafter:

- a. The City of Billings representative shall have an initial term of three (3) years.
- b. The Yellowstone County representative shall have an initial term of four (4) years.
- c. The School District 2 representative shall have an initial term of four (4) years.

- d. The Elysian School District 23 representative shall have an initial term of three (3) years.
- e. The Big Sky Economic Development Authority representative shall have an initial term of three (3) years.
- f. Of the two (2) at-large members representing the DOWNTOWN District, one shall have an initial term of three (3) years and one shall have an initial term of four (4) years.
- g. Of the two (2) at-large members representing the EBURD, one shall have an initial term of three (3) years and one shall have an initial term of four (4) years.
- h. Of the two (2) at-large members representing the SBBURD, one shall have an initial term of three (3) years and one shall have an initial term of four (4) years.

The length of each at-large member's initial term listed in subsections (f) through (h) shall be established at the first meeting of the Advisory Committee through a random process by having the affected members draw straws (or the equivalent) designating either a three-year or four-year term. All subsequent at-large members will be assigned four-year terms.

Section 7. The Advisory Committee shall, within three (3) months of the appointment of all members, adopt and follow the policies and procedures for advisory boards, commissions, and committees outlined in Article 2-500, Boards, Commissions and Committees, BMCC, and shall adopt meeting schedules and establish procedures for officers and their election, and other appropriate conditions for the conduct of its members.

Section 8. Beginning on the Transition Date, the Advisory Committee shall have no assigned powers and shall only serve in an advisory capacity to City Council. With respect to each District, considered individually, the Advisory Committee shall provide reports and recommendations to City Council related to the implementation of that District's urban renewal plan and administration of that District in the following areas:

- A. Annual reports, training, CIP review and budgets;
- B. Allocation of TIF funds for urban renewal projects;
- C. Amendments to the District's urban renewal plan;
- D. Other matters as directed by City Council related to the District.

Recommendations concerning a particular District's budget, TIF fund allocation, or urban renewal plan amendments pertain solely to that District's tax increment fund and do not affect, and shall not be commingled with, the tax increment funds of the other Districts.

Section 9. City Council has final expenditure approval of tax increment financing funds for each District, regardless of whether the Advisory Committee has recommended approval, disapproval, or even reviewed a potential project, cost, or expenditure.

Section 10. City staff shall be allocated to assist with coordination of meetings, objectives, and activities of the Advisory Committee, and the committees described in Section 1 during the transition period, as directed by the City Administrator.

Section 11. This Advisory Committee will be eliminated, and this Resolution will sunset following the expiration of the last of the Districts to have a tax increment financing provision in effect. If a District's tax increment financing provision expires while the other Districts' provisions remain in effect, the Advisory Committee will continue for the remaining District(s), and the two at-large seats under Section 4 associated solely with the expired District will be eliminated.

Section 12. This Resolution shall be effective upon adoption, except that the rescission of the Prior Resolutions under Section 2 and the termination of appointments under Section 5 shall not take effect until the Transition Date.

APPROVED AND ADOPTED by the Billings City Council on this 28th day of September, 2026.



CITY OF BILLINGS:

By: 
Mike Nelson, Mayor

ATTEST:

By: 
Denise R. Bohlman, City Clerk