

OFFICIAL AGENDA
TUESDAY January 6, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
City Hall
316 N. 26th Street, Room 3108
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. PRESENTATION

Swearing in New Sheriff's Deputies

Deputy Tyger Harris

Deputy Bradley Wood

9:00 a.m. PUBLIC HEARING

Resolution 26-02 to Increase Solid Waste Disposal District Fee

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. FINANCE

Notice of Public Hearing for Considering Budget Amendments for Fiscal Year 2026

CLAIMS

CONSENT AGENDA

1. FINANCE

- a.** Resolution 25-137; 2026 Mileage Reimbursement and Per Diem Rates
- b.** MetraPark Contract - Skybox Renovation - Bauer Construction, Inc.

2. METRA PARK

Bond for Lot Warrant

3. YOUTH SERVICES

Contract Amendment No. 4 - YSC & DOC

4. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - **County Attorney** - 1 Appointment, 6 Salary & Other; **Detention Facility** - 1 Appointment; **Sheriff's Office** - 1 Salary & Other

FILE ITEMS

1. CLERK AND RECORDER

Board Minutes - Lockwood Irrigation District

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.

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: Swearing in New Deputies

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Swearing in New Sheriff's Deputies

Deputy Tyger Harris

Deputy Bradley Wood

BACKGROUND:

N/A

RECOMMENDED ACTION:

Swear in.

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: Resolution 26-02 to Increase Solid Waste Disposal District Fee

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Resolution 26-02 to Increase Solid Waste Disposal District Fee

BACKGROUND:

Resolution to increase the Solid Waste Disposal District fee from \$25.00 to \$30.00 due to increased costs associated with City of Billings Landfill Contract.

RECOMMENDED ACTION:

Approve.

Attachments

Res #26-02 Raising Solid Waste Disposal Fee

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26-02

Resolution to Increase Fee for Yellowstone County Solid Waste Disposal District

WHEREAS, pursuant to Sections 7-11-1001 through 7-11-1029 of the Montana Code Annotated, a board of county commissioners has the authority to create a county solid waste disposal district. Pursuant to Section 7-11-1024(1) of the Montana Code Annotated, a board may assess a fee for a solid waste disposal district. Pursuant to Section 7-11-1025, to assess a fee a board shall pass a resolution of intent and set a public hearing on the fee. The resolution of intent shall contain a list of the parcels in the district, the names of the parcel owners and the amount of the assessment against each of the parcels. The board shall publish notice of the public hearing. The board shall accept comments on the fee, including objections to the fee. The board shall hold a public hearing and hear comments on the fee, including objections on the fee. The board shall pass a resolution to enact the fee.

WHEREAS, the Yellowstone County Board of County Commissioners has created the Yellowstone County Solid Waste Disposal District. The Yellowstone County Commission manages the District. The County Commission wants to increase the fee for the District from \$25.00 to \$35.00 per residential parcel located within the District effective as of July 1, 2026. The County Commission wants to increase the fee because of projected increases in the cost to dispose of the waste charged by the City of Billings. The Board of County Commissioners believes that the fee increase is necessary to maintain the current level of service provided by the District.

WHEREAS, on December 23, 2025, the Yellowstone County Board of County Commissioners passed a resolution of intent to increase the fee for the Yellowstone County Solid Waste Disposal District and set a public hearing on the fee increase for January 6, 2026. The Yellowstone County Clerk and Recorder provided notice of the hearing, received written objections and comments on the fee increase and provided the objections and comments to the Board before the hearing. On December 26, 2025 and January 2, 2026, the Clerk and Recorder published notice of the hearing in the *Yellowstone County News*.

WHEREAS, on January 6, 2026, the Yellowstone County Board of County Commissioners held a public hearing on the fee increase. The Board received written objections and both written and oral comments on the fee increase. The Board considered the objections and comments. The Board found that the fee increase is in the best interest of the public, is needed to cover increased costs and is needed to maintain the current level of service provided by the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners increases the fee assessed by the Yellowstone County Solid Waste Disposal District on residential properties from \$25.00 to \$35.00 effective as of July 1, 2026 per parcel to continue until otherwise amended. A list of the parcels in the District, the owners of the parcels in the District and the new assessment for each parcel in the District is available in the Clerk & Recorder's Office with Resolution 26-02 of Intent to Increase Fees for Yellowstone County Solid Waste Disposal District.

Passed and Adopted on the 6th day of January 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chairman

Michael J. Waters, Member

Chris White, Member

Attest:

Jeff Martin
Yellowstone County Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: Notice of Public Hearing for Considering Budget Amendments for Fiscal Year 2026

Submitted By: Erika Guy

TOPIC:

Notice of Public Hearing for Considering Budget Amendments for Fiscal Year 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Notice of Public Hearing for Considering Budget Amendments for Fiscal Year 2026

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Yellowstone County, Montana will conduct public hearings for the purpose of considering budget amendments for Fiscal Year 2026 (FY26). The budget amendments for FY26 consist of budget modifications for grants, budget changes, and line-item transfers or modifications. The proposed budget changes will be placed on file and will be open to public inspection in Room 420 located in the Ostlund Building at 2825 3rd Avenue North. The Board of County Commissioners of Yellowstone County will meet on **Monday, February 9, 2026, at 9:00 a.m.** in the Commissioners' Board Room 309, located in the Ostlund Building at 2825 3rd Avenue North. Any taxpayer may appear at said meetings and provide testimony either for or against any part of the proposed budget amendments.

DATED this 6th day of January 2026.

/s/ Jeff Martin, Clerk and Recorder
Yellowstone County, Montana

B.O.C.C. Regular

1. a.

Meeting Date: 01/06/2026

Title: Resolution #25 - 137 Travel & Per Diem Rates 2026

Submitted For: Matt Kessler, Purchasing Agent **Submitted By:** Russell Burton, Comptroller

TOPIC:

Resolution 25-137; 2026 Mileage Reimbursement and Per Diem Rates

BACKGROUND:

The Internal Revenue Services has not changed their standard mileage rate for 2026. Beginning on January 1st, 2026, the standard mileage rate for use of car (includes vans, pickups or panel trucks) is 68 cents per mile driven for business use. Rates for any mileage over 1,000 miles in a given calendar month will be reimbursed at 65 cents per mile per MCA 2-18-503(b). Montana Association of Counties (MACO) Meal rates for 2026 (unchanged); * \$16.00 for the morning meal * \$19.00 for the midday meal * \$28.00 for the evening meal

RECOMMENDED ACTION:

Approve the 2026 rates and return a copy to Finance

Attachments

Res 25-137 Travel and Per Diem Reimb Rate

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 25- 137

Resolution to Set Travel and Per Diem Reimbursement Rates for Calendar Year 2026

WHEREAS, the Internal Revenue Service (IRS) has adopted standard mileage rates for calendar year 2026.

WHEREAS, pursuant to Sections 2-18-503(b) of the Montana Code Annotated “When a privately owned motor vehicle is used because a government-owned or government-leased motor vehicle is not available or because the use is in the best interest of the governmental entity and a notice of unavailability of a government-owned or government-leased motor vehicle or a specific exemption is attached to the travel claim, then a rate equal to the mileage allotment allowed by the United States internal revenue service for the current year must be paid for the first 1,000 miles and 3 cents less per mile for all additional miles traveled within a given calendar month.”

WHEREAS, the Board of County Commissioners annually adopt the travel and per diem reimbursement rates.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners adopts the Attachment AI - Travel Policy; Travel and Per Diem Rates.

Passed and Adopted on the 6th day of January 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Yellowstone County
TRAVEL AND PER DIEM RATES

Effective date 01/01/2026

1. Time Period: 01/01/2026 - 12/31/2026
2. Mileage Rate: 68 cents per mile. All mileage over 1,000 miles in the same month will be reimbursed at 65 cents per mile.
3. Meals
 - In State & Out of State

Breakfast	\$16.00
Lunch	\$19.00
Dinner	\$28.00
4. Lodging:
 - In State and Out of State: Reasonable and necessary expenses will be reimbursed at actual cost.

B.O.C.C. Regular

1. b.

Meeting Date: 01/06/2026

Title: MetraPark Contract - Skybox Renovation - Bauer Construction, Inc.

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

MetraPark Contract - Skybox Renovation - Bauer Construction, Inc.

BACKGROUND:

MetraPark is requesting Commissioners' approval for a contract with Bauer Construction, Inc., the awarded contractor for the Metra Skybox Renovation. This contract will include all labor, materials, and equipment necessary to complete the renovation of the skybox suites located in the First Interstate Arena. The total contract value is \$157,334.00.

RECOMMENDED ACTION:

Sign contract and return a copy to Finance.

Attachments

Skybox Reno Contract

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Bauer Construction, Inc., herein referred to as “CONTRACTOR”, whose address is 3333 2nd Ave N, Suite 240, Billings, MT 59101.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide all labor, materials, and equipment necessary to complete the renovation of the skybox suites located in the First Interstate Arena located at MetraPark campus, as detailed in the Metra Skybox Renovation IFB, published by COUNTY on October 28th, 2025.

COUNTY will give CONTRACTOR access to two (2) skybox suites at a time to renovate. CONTRACTOR is expected to work around the event schedule of MetraPark events. Exhibit A details the schedule of when there are events and when the skyboxes are open for renovation. Work must be phased to ensure that MetraPark is able to use all skyboxes for events that are scheduled.

All of CONTRACTOR’s equipment & materials must be out of the skybox suites the day before an event. Rooms are not required to be substantially complete before an event and minor aesthetic work that needs to be complete is acceptable. If CONTRACTOR anticipates that the suites will not be finished by the day before the scheduled event, CONTRACTOR will coordinate with COUNTY two days before an event to ensure the suites will be at an acceptable condition.

2. INDEPENDENT CONTRACTOR: COUNTY hereby employs CONTRACTOR as an independent contractor to complete and perform the scope of services. Neither CONTRACTOR or its principals or employees are employees of COUNTY.

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by April 1st, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$157,334.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date. Retainage of 5% will be withheld for any progress payments made by CONTRACTOR. The fee will be returned to CONTRACTOR upon completion of the project and acceptance by COUNTY. 1% Gross Receipts Tax will be deducted and forwarded to the State of Montana.

5. CONTRACTOR’S REPRESENTATION:

1. CONTRACTOR has examined and reviewed Contract Documents and other related paperwork

2. CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
3. CONTRACTOR is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress and furnishing of the work.
4. CONTRACTOR has given COUNTY written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance of the scope of services.

6. **CONTRACT DOCUMENTS:** The Contract Documents, which comprise the entire agreement between COUNTY and CONTRACTOR, consist of the following:

1. This agreement
2. Exhibit A – Event Dates for Phasing Work
3. COUNTY's Invitation for Bid dated, October 28th, 2025
4. CONTRACTOR's bid dated, December 15th, 2025
5. CONTRACTOR's certificate of insurance and workers compensation coverage

7. **WARRANTY:** All work completed, and materials provided by CONTRACTOR must be warranted for a period of one (1) year from the time the services are completed.

8. **MODIFICATION OF CONTRACT:** This Contract contains the entire agreement between parties, and no statements or promises made by either party, or agents of either party, which are not contained in the written Contract, are valid or binding. This Contract may not be modified or altered except upon written agreement signed by both parties. Any subcontractor shall be bound by all of the terms and conditions of this Contract.

9. **INSURANCE:** CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred and fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million, five hundred thousand dollars (\$1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

10. **INDEMNIFICATION:** CONTRACTOR agrees to waive all claims and recourse against COUNTY, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with incidental to CONTRACTOR's performance of this Contract except for liability arising out of concurrent or sole negligence of COUNTY or its officers, agents or employees. Further, CONTRACTOR shall indemnify, hold harmless and defend COUNTY against all claims, demands, damages, costs, expenses or liability arising out of CONTRACTOR's negligent

performance of this Contract except for liability arising out of the concurrent or sole negligence of COUNTY or its offices, agents or employees.

11. COMPLIANCE WITH LAWS: CONTRACTOR shall comply with applicable federal, state, and local laws, rules and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. CONTRACTOR or their subcontractors agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the Contract.

12. PERMITS: CONTRACTOR is responsible for obtaining any and all permits required to perform work under the Contract.

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates established by the Montana Department of Labor and Industry.

Each CONTRACTOR (Prime and sub) must submit (through the prime CONTRACTOR) certified payrolls for each week from the time the project begins through completion. Certified payrolls must be numbered sequentially and submitted on a weekly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

14. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). Pursuant to MCA 18-2-409, except for projects involving the expenditure of federal aid funds or where residency preference laws are specifically prohibited by federal law, the CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

15. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

16. ATTORNEY FEES: In the event of litigation between CONTRACTOR and COUNTY, the prevailing party shall be entitled to reimbursement of court costs and reasonable attorney fees by the non-prevailing party.

17. SUSPENSION: Without terminating this Contract, COUNTY may suspend CONTRACTOR's services following written notice. On the suspension date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. CONTRACTOR shall be reimbursed for all reasonable costs incurred and unpaid for services rendered through the suspension date specified in the notice, but in no case will CONTRACTOR be paid for services rendered after the date of such suspension. If resumption of CONTRACTOR's services requires any waiver or change in this

Contract, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Contract.

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

In the event of a material breach of this Contract by COUNTY, the CONTRACTOR shall have the right to terminate this Contract thirty (30) days after written notice to COUNTY specifying such material breach, unless COUNTY has cured such material breach within said period.

This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

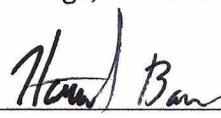
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective January 6th, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

Mark Morse, Chair
Board of County Commissioners

CONTRACTOR:
Bauer Construction, Inc.
Billings, MT 59101



Houston Bauer
Owner

ATTEST:

Jeff Martin, Clerk and Recorder

Exhibit A – Event Dates for Phasing Work

Below is a list of available dates that CONTRACTOR will have access to work on the renovation of the skybox suites.

January 5th – 9th: OPEN

January 10th - EVENT

January 12th – 15th: OPEN

January 16th – 18th: EVENT

January 19th – 23rd: OPEN

January 26 – 29th: OPEN

January 30th: EVENT

February 2nd – 5th: OPEN

February 6th – 8th: EVENT

February 9th – 12th: OPEN

February 13th: EVENT

February 16th – 19th: OPEN

February 23rd – 24th: OPEN

February 25th – 28th: EVENT

March 2nd – 3rd: OPEN

March 4th – 7th: EVENT

March 9th – 10th: OPEN

March 11th – 14th: EVENT

March 16th – 19th: OPEN

March 20th – 22nd: EVENT

March 23rd – 26th: OPEN

March 27th – 29th: EVENT

March 30th – 31st: OPEN

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: BOND FOR LOST WARRANT

Submitted For: Stoney Field, Metra General Manager

Submitted By: Charis Krank, Accounting Assistant

TOPIC:

Bond for Lot Warrant

BACKGROUND:

Bond for Lost Warrant on lost/stale dated check

RECOMMENDED ACTION:

Approve Reissue

Attachments

Bond for Lost Warrant MT #24193

BOND FOR LOST WARRANT

On June 13, 2025 Yellowstone County issued a warrant numbered 24193 to MADISON OSTERHOUT (Principal) in the amount of \$257.50. The warrant was drawn in payment of BATH FITTER 25 MT FAIR MKT VNDR REFUND. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$257.50 to replace the lost or destroyed warrant.

WHEREFORE, Principal agrees to indemnify and hold harmless Yellowstone County and its officers from all loss, costs, or damages incurred as a result of issuing the duplicate warrant, should Yellowstone County issue a duplicate warrant, and agrees to release any and all claims that principal may have against Yellowstone County now or in the future as related to payment of the above stated claim. Principal also agrees to pay to any person entitled to receive payment under the original warrant, as the lawful holder of the original warrant, all monies received upon the duplicate warrant.

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 515.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Madison Osterhout

Principal Signature

9076 S 300 W

Mailing Address for replacement check

Sandy, UT, 84070

City, State Zip

State of Idaho)

County of Canyon)

: (seal/stamp)

This instrument was acknowledged before me on this 19th day of December, 2025,

by Idaho Driver License 7F385672D

[Signature]
Notary Signature

(NOTARIAL SEAL/STAMP)

EMANUEL CAMACHO
Notary Public - State of Idaho
Commission Number 20181257
My Commission Expires Aug 8, 2030

APPROVED:

Chair, Board of County Commissioners

Date

Replaced with warrant # _____, dated _____ (completed by County)

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: Contract Amendment No. 4 - YSC & DOC

Submitted By: Erika Guy

TOPIC:

Contract Amendment No. 4 - YSC & DOC

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Contract Amendment No. 4 - YSC & DOC

**CONTRACT AMENDMENT NO. 4
TED LECHNER YOUTH SERVICES CENTER
CONTRACT NO. COR-INTRGV-2022-0436-PHCF**

This CONTRACT AMENDMENT No. 4 amends the above-referenced Contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Ted Lechner Youth Services Center** (Contractor), whose address and phone number are 410 South 26th Street, Billings, MT 59101, (406) 256-6826.

This Contract is amended as follows:

- 1) Under the section entitled Duration of the Contract, the parties mutually agree to extend this Contract from October 1, 2025, through September 30, 2026, per the terms, conditions, and prices agreed upon. This is the 4th renewal, 5th year of the Contract.

Except as modified above, all other terms and conditions of Contract No. **COR-INTRGV-2022-0436-PHCF including Amendment No.s 1 through 3** remain unchanged.

STATE OF MONTANA

**Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

BY: _____
Jeni Nolin
Contract & Procurement Manager

(Signature)

DATE: _____

**Yellowstone County Commission – On
behalf
Of Ted Lechner Youth Services Center
410 South 26th Street
Billings, MT 59101**

BY: _____
MARK MORSE
Mark Morse, Chairman
Yellowstone County Commission

(Signature)

DATE: _____

Legal Approval:

Signed by:

B211271015D84DC...
Phoebe Marcinek, Legal Counsel
Office of Legal Services
(Date)

12/29/2025

Approved as to Form:

Signed by:

430F402AFCCD4EA...
Dan Ritter, Procurement Agent
Department of Corrections
(Date)

12/29/2025

**CONTRACT AMENDMENT NO. 3
TED LECHNER YOUTH SERVICES CENTER
CONTRACT NO. COR-INTRGV-2022-0436-PHCF**

This CONTRACT AMENDMENT No. 3 amends the above-referenced Contract between the State of Montana, Department of Corrections (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and Ted Lechner Youth Services Center (Contractor), whose address and phone number are 410 South 26th Street, Billings, MT 59101, (406) 256-6826.

This Contract is amended as follows:

- 1) Under the section entitled Effective Date, Duration, and Renewal, the parties mutually agree to extend this Contract from October 1, 2024, date, through September 30, 2025 per the terms, conditions, and prices agreed upon. This is the third renewal, fourth year of the Contract.

Except as modified above, all other terms and conditions of Contract No. **COR-INTRGV-2022-0436-PHCF**, including Amendment #1 & #2 remain unchanged.

STATE OF MONTANA

**Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601**

BY: Steve Ray
Steve Ray, Superintendent,
Pine Hills Correctional Facility

Signed by:
Steve Ray
EGB3AA80FE46469...
(Signature)

DATE: 11/14/2024

**Yellowstone County Commission – On
behalf
Of Ted Lechner Youth Services Center
410 South 26th Street
Billings, MT 59101**

BY: John Ostlund
John Ostlund, Chairman
Yellowstone County Commission

Signed by:
John Ostlund
BB542C5BCAA24DE...
(Signature)

DATE: 11/14/2024

Legal Approval:

Signed by:
Charity Yonker
A613202D5954495...
Charity Yonker, Legal Counsel
Legal Services Bureau
(Date)

Approved as to Form:

Signed by:

430F462AFCCD4EA...

11/14/2024

Dan Ritter, Procurement Agent (Date)
Department of Corrections

CONTRACT AMENDMENT NO. 2
TED LECHNER YOUTH SERVICES CENTER
CONTRACT NO. COR-INTRGV-2022-0436-PHCF

This CONTRACT AMENDMENT No. 2 amends the above-referenced Contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and Ted Lechner Youth Services Center, whose address and phone number are 410 South 26th Street, Billings, MT 59101, (406) 256-6826.

This Contract is amended for the following purpose(s) (new language underlined, deleted language interlined):

- 1) In accordance with Section 1, of the above-referenced Contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period October 1, 2023, through September 30, 2024, per the terms, conditions, and prices agreed upon. This is the 2nd renewal, 3rd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 7, of the above-referenced Contract, entitled Defense, Indemnification/Hold Harmless, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

7. DEFENSE, INDEMNIFICATION / HOLD HARMLESS

Contractor shall protect, defend, indemnify, and save harmless the State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by Contractor's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

~~Contractor waives all claims, demands, causes of action, and recourse against the State, including claims of contribution or indemnity, arising in favor of Contractor on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.~~

Except as modified above, all other terms and conditions of Contract No. **COR-INTRGV-2022-0436-PHCF, including Amendment #1**, remain unchanged.

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STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Yellowstone County Commission – On behalf
Of Ted Lechner Youth Services Center
410 South 26th Street
Billings, MT 59101

DocuSigned by:

Steve Ray

10/12/2023

ECD3AA89FE45459...
Steve Ray, Superintendent (Date)
Pine Hills Correctional Facility

DocuSigned by:

John Ostlund

10/12/2023

BB542C5BCAA24DE...
John Ostlund, Chairman (Date)
Yellowstone County Commission

Approved as to Form:

DocuSigned by:

Ashley Salmon

10/12/2023

B98C1BE4493E492...
Ashley Salmon, Contracts Officer (Date)
Financial Services Bureau

Approved as to Legal Content:

DocuSigned by:

Iryna O'Connor

10/12/2023

2890DE391609463...
Iryna O'Connor, Legal Counsel (Date)
Legal Services Bureau

**CONTRACT AMENDMENT NO. 1
TED LECHNER YOUTH SERVICES CENTER
CONTRACT NO. COR-INTRGV-2022-0436-PHCF**

This CONTRACT AMENDMENT No.1 amends the above-referenced contract between the **State of Montana, Department of Corrections** (State), whose address and phone number are P.O. Box 201301, 5 South Last Chance Gulch, Helena, MT 59620-1301, 406-444-3930 and **Ted Lechner Youth Services Center**, (TLYSC), whose address and phone number are 410 South 26th Street, Billings, MT 59101, (406) 256-6826. This Contract is amended for the following purpose(s):

- 1) In accordance with Section 3, of the above-referenced contract, entitled Effective Date, Duration, and Renewal, parties mutually agree to extend this Contract for the period October 1, 2022, through September 30, 2023, per the terms, conditions, and prices agreed upon. This is the 1st renewal, 2nd year of the Contract. This Contract, including any renewals, may not exceed a total of seven (7) years.
- 2) In accordance with Section 12, of the above-referenced contract, entitled Compliance with Laws, parties mutually agree to replace the previously agreed-upon language with the language as shown below:

12. COMPLIANCE WITH LAWS

12.1 Applicable Laws. TLYSC shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. TLYSC is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. TLYSC will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, and MDOC Policy 1.1.17, Prison Rape Elimination Act to include incident reporting. State has a zero-tolerance policy as to incidents of sexual assault/rape or sexual misconduct in its correctional facilities or premises. TLYSC is referred to § 45-5-501 MCA. Any subletting or subcontracting by TLYSC subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, TLYSC agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.


12.2 Affordable Care Act. The Affordable Care Act requires TLYSC, if TLYSC is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer

responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

Except as modified above, all other terms and conditions of Contract No. **COR-INTRGV-2022-0436-PHCF**, remain unchanged.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

Yellowstone County
On behalf of Ted Lechner Youth Services Center
FEDERAL ID # 81-6001449

DocuSigned by:

ECD3AA89FE45459...
Steve Ray, Superintendent
Pine Hills Correction Facility
8/9/2022
(Date)

DocuSigned by:

4A313E75AE8425...
Donald Jones, Chairman
Yellowstone County Commission
8/9/2022
(Date)

Approved as to Form:

DocuSigned by:

B98C1BE4493E492...
Ashley Salmon, Contracts Officer
Financial Services Bureau
8/4/2022
(Date)

Approved as to Legal Content:

DocuSigned by:

41E915492B274F4...
Molenda McCarty, Legal Counsel
Legal Services Bureau
8/4/2022
(Date)

TED LECHNER YOUTH SERVICES CENTER REIMBURSEMENT CONTRACT

THIS CONTRACT (COR-INTRGV-2022-0436-PHCF) is made and entered into by and between the **Department of Corrections**, 5 S. Last Chance Gulch, Helena, Montana 59601 hereinafter referred to as (State), and **Ted Lechner Youth Services Center**, 410 South 26th Street, Billings, MT 59101, hereinafter referred to as (TLYSC).

NOW THEREFORE, in consideration of the foregoing and in consideration of the mutual covenants contained in this Contract, State and TLYSC agree as follows:

1. DEFINITIONS

Confinement means the Youth Detainee is placed in a Youth Detention Facility and provided with services in accordance with the TLYSC's license.

Day means the 24-hour period (12:00 a.m. to 12:00 midnight) that is represented as one of the seven designated days of the week.

Partial Day means any portion of a day that is 12 hours or less.

Youth Detention Facility means a facility established and maintained by an appropriate entity for the purpose of confining arrested youth or youth sentenced to the detention center.

Youth Detainee means a person who is confined in a Youth Detention Facility.

2. PURPOSE & DUTIES

TLYSC agrees to provide youth detention services to youth who are detained by Youth Court personnel pending a revocation of conditional release in accordance with § 52-5-128, MCA, upon presentation by an agent of Youth Court of a warrant to detain the youth.

3. DURATION OF THE CONTRACT

3.1 Term. This Contract shall be in effect October 1, 2021 and terminate on September 30, 2022 unless terminated earlier in accordance with the terms of this Contract in Section 3.3.

3.2 Contract Renewal. State may renew this Contract under its then-existing terms and conditions (subject to potential cost adjustments described below in section 4) in one (1)-year intervals, or any interval that is advantageous to State. This Contract, including any renewals, may not exceed a total of seven (7) years.

3.3 Termination. Either party may terminate this Contract, without cause, upon 30 days written notice to the liaisons identified in Section 6 of this Contract.

3.4 Modification and Assignability. This Contract contains the entire Contract between the parties and no statements, promises, or inducements made by either party, or agents of either party, that are not contained in or authorized by this written Contract, are valid or binding. This Contract may not be enlarged, modified, or altered except upon written agreement of all the parties. Subcontractors and public or private agents of TLYSC are also bound by the terms of this Contract and TLYSC will not assign this Contract.

4. **COMPENSATION**

4.1 Establishment of Daily Per Diem Rate. TLYSC agrees that the “costs of reasonable confinement” established herein are based on actual, reasonable costs and are exclusive of capital construction costs in accordance with § 7-32-2242(2), MCA.

4.2 Payment of Daily Per Diem Rate. State agrees to pay TLYSC a daily per diem rate of two hundred thirty-five and 00/100 Dollars (\$235.00) per day for each Youth Detainee confined at TLYSC and who is the financial responsibility of State.

4.3 Transfer of Detainees. TLYSC shall obtain prior approval from State to transfer a Youth Detainee to another Youth Detention Facility. TLYSC can only transfer a Youth Detainee to a State contracted Youth Detention Facility. If TLYSC transfers a Youth Detainee to another Youth Detention Facility, State shall reimburse each facility in accordance with their respective Detention Facility Reimbursement Contract entered into with State.

4.4 Billing. On a monthly basis, TLYSC shall furnish State with an itemized statement specifying the name, date of birth, and dates of confinement of each Youth Detainee whose confinement expenses are the responsibility of State. TLYSC agrees to furnish a separate itemized statement for medical expenses that are the responsibility of State, as provided by this Contract. State agrees to provide direct payment to the medical service provider, if requested to do so by TLYSC.

5. **REIMBURSEMENT**

5.1 Confinement. State will pay TLYSC the daily per diem rate set forth in this Contract for each day of confinement. Reimbursement will include the first day of confinement (as defined in Section 1. herein) but will not include the last day of confinement when the Youth Detainee is released/transferred from the custody of TLYSC.

5.2 Medication, Medical Services and Hospitalization. Under the terms of this Contract, State will pay medical costs of Youth Detainees, who are the responsibility of the State and confined in TLYSC.

5.2.1 . TLYSC agrees to provide Youth Detainees with emergency medical treatment in accordance with acceptable standards of practice. The determination to provide a Youth Detainee with medication, medical services, or hospitalization shall be at the discretion of TLYSC’s qualified healthcare professionals.

5.2.2 . Whenever a Youth Detainee requires medication, outside medical services, or hospitalization, medical expenses shall be the responsibility of State. Prior to providing non-emergency medical services for Youth Detainees, TLYSC shall obtain prior authorization from State’s Clinical Services Bureau (CSB). Costs for services that have not had prior authorization will be the responsibility of TLYSC. Emergency care may be provided without prior authorization. However, State’s CSB must be notified by the next business day to provide information regarding the nature of the illness, the type of treatment provided, and the estimated length of treatment. Notifications should be submitted to cormedical@mt.gov. In the event a parent or legal guardian cannot be reached to provide consent for emergency services, the Pine Hills Correctional Facility (PHCF) Superintendent or designee may consent to necessary medical treatment for the youth pursuant to Montana Code Annotated § 52-5-105.

5.2.3 . All medical bills received are required to be submitted to corbilling@mt.gov and will be reimbursed at Medicaid rates.

5.2.4 . In the event a Youth Detainee requires hospitalization and State is unable to provide on-site supervision, TLYSC agrees to provide appropriate custodial staff to supervise the Youth Detainee until release from detention status. State agrees to reimburse TLYSC for the wages of custodial staff.

5.2.5 . When possible, medications should be ordered through State's contracted pharmaceutical company. State encourages TLYSC to reference the MT DOC Medication Formulary when possible.

6. LIAISON

6.1. Contract Liaisons. All project management and coordination on State's behalf must be through a single point of contact designated as State's liaison. Contractor shall designate a liaison that will provide the single point of contact for management and coordination of Contractor's work. All work performed under this Contract must be coordinated between State's liaison and Contractor's liaison.

Teri Young is State's Liaison
4 N. Haynes
Miles City, MT 59301
(406) 233-2266
tyoung@mt.gov

Valarie Weber is Contractor's liaison
Liaison
410 South 26th Street
Billings, MT 59101
(406) 256-6825
vweber@yellowstonecountymt.gov

6.2 Contract Manager. State's Contract Manager identified below is State's single point of contact and shall perform all contract management on State's behalf. Written notices, requests, complaints, or any other issues regarding this Contract should be directed to State's Contract Manager.

Kristi L. Hernandez is State's Contract Manager
5 S. Last Chance Gulch
Helena, MT 59601
(406) 444-9649
kristi.hernandez@mt.gov

6.3 Notifications. State's liaison and Contractor's liaison may be changed by written notice to the other party. Written notices, requests, or complaints must first be directed to the liaison. Notice may be provided by personal service, email, mail, or facsimile. If notice is provided by personal service, email, or facsimile, the notice is effective upon receipt; if notice is provided by mail, the notice is effective on the third business day after mailing.

7. INDEMNIFICATION

TLYSC shall protect, defend, indemnify, and save harmless State, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, from and against all claims, liabilities, demands, causes of action, judgments, and losses, including all costs of defense and reasonable attorney fees, arising in favor of or asserted by TLYSC's employees and agents, its subcontractors, its subcontractor's employees and agents, or third parties on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

TLYSC waives all claims, demands, causes of action, and recourse against TLYSC, including claims of contribution or indemnity, arising in favor of TLYSC on account of property damage, personal injury, bodily injury, death, or financial or other loss of any kind that in any way, directly or indirectly, arise or allegedly arise out of or in connection with this Contract.

8. ACCESS AND RETENTION OF RECORDS

TLYSC agrees to provide State, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance. TLYSC agrees to create and retain records supporting the services rendered for a period of eight (8) years after either the completion date of the Contract or the conclusion of any claim, litigation, or exception relating to the Contract taken by the State of Montana or third party.

9. VENUE

This Contract is governed by the laws of Montana. The parties agree that any litigation arising from this Contract must be brought to the First Judicial District 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 set forth in Section 7, Indemnification.

10. REQUIRED INSURANCE

10.1 General Requirements. TLYSC shall maintain for the duration of this Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

10.2 Primary Insurance. TLYSC's insurance coverage shall be primary insurance with respect to State, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by State, its officers, officials, employees, or volunteers shall be excess of TLYSC's insurance and shall not contribute with it.

10.3 Specific Requirements for Commercial General Liability. TLYSC shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of **\$1,000,000** per occurrence and **\$2,000,000** aggregate per year to cover such claims as may be caused by any act, omission, or negligence of TLYSC or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for liability arising out of activities performed by or on behalf of TLYSC, including the insured's general supervision of Contractor, products, and completed operations, and the premises owned, leased, occupied, or used.

10.4 Specific Requirements for Automobile Liability. TLYSC shall purchase and maintain coverage with split limits of **\$500,000** per person (personal injury), **\$1,000,000** per accident occurrence (personal injury), and **\$100,000** per accident occurrence (property damage), OR combined single limits of **\$1,000,000** per occurrence, to cover such claims as may be caused by any act, omission, or negligence of Contractor or its officers, agents, representatives, assigns, or subcontractors.

State, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds for automobiles leased, owned, or borrowed by TLYSC.

10.5 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be declared to and approved by State. At the request of State either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects State, its officers, officials, employees, or volunteers; or (2) at the expense of TLYSC, TLYSC shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

10.6 Certificate of Insurance/Endorsements. A certificate of insurance from an insurer with a Best's rating of no less than A- indicating compliance with the required coverages has been received by Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301. *The certificates must name the State of Montana as certificate holder and Contractor shall provide copies of additional insured endorsements required by Contractor's commercial general liability and automobile liability policies.* Contractor must notify State immediately of any material change in insurance coverage, such as changes in limits, coverages, change in status of policy, etc. State reserves the right to require complete copies of insurance policies at all times.

10.7 Recommended Cyber/Data Information Security Insurance. TLYSC acknowledges responsibility for loss or unauthorized acquisition of personal information it holds such as social security numbers, credit card numbers, financial account information, or other information that uniquely identifies an individual and may be of a sensitive nature in accordance with § 2-6-1501, MCA through § 2-6-1503, MCA. In absence of insurance coverage specific to this type of coverage, Contract assumes personal liability for any such information breaches.

11. COMPLIANCE WITH WORKERS' COMPENSATION ACT

TLYSC shall comply with the provisions of the Montana Workers' Compensation Act while performing work for State of Montana in accordance with §§ 39-71-401, 39-71-405, and 39-71-417, MCA. Proof of compliance must be in the form of workers' compensation insurance, an independent contractor's exemption, or documentation of corporate officer status. Neither TLYSC nor its employees are State employees. This insurance/exemption must be valid for the entire Contract term and any renewal. Upon expiration, a renewal document must be sent to Department of Corrections, P.O. Box 201301, 5 S. Last Chance Gulch, Helena, MT 59620-1301.

12. COMPLIANCE WITH LAWS

TLYSC shall, in performance of work under this Contract, fully comply with all applicable federal, state, or local laws, rules, regulations, and executive orders including but not limited to, the Montana Human Rights Act, the Equal Pay Act of 1963, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. TLYSC is the employer for the purpose of providing healthcare benefits and paying any applicable penalties, fees and taxes under the Patient Protection and Affordable Care Act 42 U.S.C. § 18001 et seq. TLYSC will comply with the Prison Rape Elimination Act 34 U.S.C. § 30301 et seq., the Prison Rape Elimination Act final rule 28 CFR Part 115, MDOC Policy 1.1.17, Prison Rape Elimination Act, and ACCD 1.3.1400 PREA to include incident reporting. TLYSC shall establish a zero-tolerance policy to incidents of sexual assault/rape or sexual misconduct. TLYSC is referred to § 45-5-501, MCA. Any subletting or subcontracting by TLYSC subjects subcontractors to the same provisions. In accordance with § 49-3-207, MCA, and State of Montana Executive Order No. 04-2016, TLYSC agrees that the hiring of persons to perform this Contract will be made on the basis of merit and qualifications

and there will be no discrimination based on race, color, sex, pregnancy, childbirth or medical conditions related to pregnancy or childbirth, political or religious affiliation or ideas, culture, creed, social origin or condition, genetic information, sexual orientation, gender identity or expression, national origin, ancestry, age, disability, military service or veteran status, or marital status by the persons performing this Contract.

12.1 Affordable Care Act. The Affordable Care Act requires a Contractor, if Contractor is an applicable large employer under the ACA, to provide healthcare coverage for its employees who provide services for the State and work for 30 or more hours per week. This coverage must also cover the eligible employee's dependents under the age of 26. The coverage must (a) meet the minimum essential coverage, minimum value, and affordability requirements of the employer responsibility provisions under Section 4980H of the Code (ACA), and (b) otherwise satisfy the requirements of the Code § 4980H (ACA).

13. MISCELLANEOUS PROVISIONS

13.1 . There shall be no separate legal entity created as a result of this Contract.

13.2 . This Contract will not result in the acquisition of property requiring disposal upon termination of the Contract.

13.3 . The above-stated provisions constitute the entire Contract between the parties hereto.

STATE OF MONTANA
Montana Department of Corrections
5 S. Last Chance Gulch
Helena, MT 59601

YELLOWSTONE COUNTY
On behalf of TLYSC

 Steve Ray, Superintendent
 Pine Hills Correction Facility

(Date)

 Donald Jones, Chairman
 Yellowstone County Commission

(Date)

3-16-22

Approved as to Form:

 Kristi L. Hernandez, Contracts Officer
 Department of Corrections

(Date)

Approved as to Legal Content:

 Molenda McCarty, Legal Counsel
 Department of Corrections

(Date)

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - County Attorney - 1 Appointment, 6 Salary & Other; Detention Facility - 1 Appointment; Sheriff's Office - 1 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Yellowstone County Commissioners
RECEIVED

DEC 24 2025

Hire/Personnel Action Form

Employee Information

Employee
Torie McCombs

Hire Information

Position Details	Hire Req#	Job Type
Victim Witness	202500373	Full-Time Regular
Coordinator (F) (3060)	Job Class	Pay Rate
Person ID	Victim Witness	\$24.58
63671494	Coordinator (F)	HireDate
Department	Job Class#	1/5/26
County Attorney's Office	3060	
Division		
N/A		

Comments

2301122.41100.111 replaces J Burson

Approvals

HUMAN RESOURCES	Kevin Gillen	12/23/25 3:14 PM
FINANCE	JENNIFER JONES	12/24/25 6:57 AM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	<u> </u>
Member	<u> </u>	<u> </u>
Member	<u> </u>	<u> </u>



Yellowstone County Commissioners
RECEIVED

DEC 23 2025

Hire/Personnel Action Form

Employee Information

Employee
Shayla Baugher

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D)	202500314	Full-Time Regular
(5090)		
Person ID	Job Class	Pay Rate
65194199	Detention Officer (D)	\$24.67
Department	Job Class#	HireDate
Sheriff's Office	5090	1/5/26
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
Replaces: NEW FTE

Approvals

HUMAN RESOURCES	Kevin Gillen	12/23/25 8:45 AM
FINANCE	JENNIFER JONES	12/23/25 8:46 AM

Commissioners Action
Approve Disapprove

Chair	<u>did</u>	_____
Member	<u>MAN</u>	_____
Member	<u>[Signature]</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Amey Tolzien Effective Date: 1/1/26
Current Title: Office Administrator Gr. PS Salary \$ 85,632⁵⁴
Title Change: _____ Gr. _____ Salary \$ 58,900⁰⁶
Counting duty

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: Management Restructure Reclassification: _____

Funding: 2301-122-411100 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Scott as Date 12-22-25
Elected Official/Department Head

Section 2

Human Resources: _____ Finance: _____

Note: _____ Note: _____
Ken Miller 12-24-25 Paul Miller 12-24-25
Director Date Director Date
H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

Chair MM _____
Member MAN _____
Member MAN _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

Justification for Salary Change for County Attorney Staff Management

1. Positions: Office Administrator, Legal Office Supervisor / Staff Management, Discovery Supervisor/Staff Management, Victim-Witness Supervisor/Staff Management
2. The justification for reclassification of salary tying these positions' salaries to the salary of the County Attorney.
3. Fiscal Impact - This change will be funded with transfer from existing budget authority based largely on vacancy savings.

The salary of the Office Administrator will be at 58% of the County Attorney salary.*

The salary of the Legal Office Supervisor will be at 48% of the County Attorney salary.*

The salary of the Victim/Witness Supervisor will be at 48% of the County Attorney salary.*

The salary of the Discovery Supervisor will be at 48% of the County Attorney salary.*

*These positions will no longer receive Non-Union County Longevity and, similar to the County Attorney position, will receive raises every other year based on application of State Law setting the salaries of elected officials. The percentages above were selected to keep the positions competitive and keep a separation between management and non-management positions. The percentages selected considered that the positions will not be entitled to a raise in 2026. The County Attorney salary will not change until 2027.

Finance Director Review/Comments, if any

*Grades referenced in these PARs
Are not relevant.*

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Angeline FOX WAHL Effective Date: 1/1/26
Current Title: Victim Witness Supervisor Gr. GS Salary \$ 72,432.53
Title Change: _____ Gr. _____ Salary \$ 4890.00
Counting Attorney

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: Management Restructure Reclassification: _____

Funding: 2301-122 - 411100 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Scott Tins 12-22-25
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: _____
Jan 24 12-24-25 12-24-25
Director Date

H.R. Comments: _____

Commissioner's Action
Approve _____
Disapprove _____

Chair MM _____
Member MM _____
Member MM _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

addendum to PARs

Justification for Salary Change for County Attorney Staff Management

1. Positions: Office Administrator, Legal Office Supervisor / Staff Management, Discovery Supervisor/Staff Management, Victim-Witness Supervisor/Staff Management
2. The justification for reclassification of salary tying these positions' salaries to the salary of the County Attorney.

Managing the day-to-day operations of the staff from multiple divisions of our office has been identified as the major area of responsibility. The current salaries for these positions are not competitive and need to be changed. Management salaries tied to the County Attorney salary which is set by statute and action of the County Compensation Committee is consistent and will make these positions more salary competitive. Upon retirement/replacement the salary shall stay competitive and not retreat to the entry of the current salary grade. The attorney managers' salaries have been done this way for years with success with recruitment and retention.

3. Fiscal Impact - This change will be funded with transfer from existing budget authority based largely on vacancy savings.

The salary of the Office Administrator will be at 58% of the County Attorney salary.*
The salary of the Legal Office Supervisor will be at 48% of the County Attorney salary.*
The salary of the Victim/Witness Supervisor will be at 48% of the County Attorney salary.*
The salary of the Discovery Supervisor will be at 48% of the County Attorney salary.*

*These positions will no longer receive Non-Union County Longevity and, similar to the County Attorney position, will receive raises every other year based on application of State Law setting the salaries of elected officials. The percentages above were selected to keep the positions competitive and keep a separation between management and non-management positions. The percentages selected considered that the positions will not be entitled to a raise in 2026. The County Attorney salary will not change until 2027.

Finance Director Review/Comments, if any Grades Referenced in these PAR's
Are Not Relevant.

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Alyssa Peterson Effective Date: 1/1/26
Current Title: Discovery Supervisor Gr. 18 Salary \$ 66,649.18
Title Change: _____ Gr. _____ Salary \$ 48,960.06
Check as Applicable: _____
Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

County Attorney
\$76,710.24

Other: Management Restructure

Funding: 2301-100 - 411100 - 111 Percent 100 New Account _____
Percent _____ Split Account _____
12-22-25
Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Allen 12.24.25 12.24.25
Director _____ Date _____

H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

Chair NY _____
Member MAN _____
Member Q _____

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

addendum to PARs

Justification for Salary Change for County Attorney Staff Management

1. Positions: Office Administrator, Legal Office Supervisor / Staff Management, Discovery Supervisor/Staff Management, Victim-Witness Supervisor/Staff Management

2. The justification for reclassification of salary tying these positions' salaries to the salary of the County Attorney.

Managing the day-to-day operations of the staff from multiple divisions of our office has been identified as the major area of responsibility. The current salaries for these positions are not competitive and need to be changed. Management salaries tied to the County Attorney salary which is set by statute and action of the County Compensation Committee is consistent and will make these positions more salary competitive. Upon retirement/replacement the salary shall stay competitive and not retreat to the entry of the current salary grade. The attorney managers' salaries have been done this way for years with success with recruitment and retention.

3. Fiscal Impact - This change will be funded with transfer from existing budget authority based largely on vacancy savings.

The salary of the Office Administrator will be at 58% of the County Attorney salary. *

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The salary of the Discovery Supervisor will be at 48% of the County Attorney salary. *

*These positions will no longer receive Non-Union County Longevity and, similar to the County Attorney position, will receive raises every other year based on application of State Law setting the salaries of elected officials. The percentages above were selected to keep the positions competitive and keep a separation between management and non-management positions. The percentages selected considered that the positions will not be entitled to a raise in 2026. The County Attorney salary will not change until 2027.

Finance Director Review/Comments, if any Grades Referred in these PAR's
Are Not Relevant.

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: LINNER FORSETH Effective Date: 1/1/26
Current Title: Lead Office Supervisor Gr. X^{as} Salary \$ 67,852
Title Change: _____ Gr. _____ Salary \$ 4890.06
County Attorney

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____

Other: Management Restructure Reclassification: _____

Funding: 2301 - 122 - 411100 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

AS is
Elected Official/Department Head _____ Date 12-22-25

Section 2

Human Resources:

Finance:

Note: _____
Ken Gilly 12-24-25
Director Date

Note: _____
Jan Gerner 12-24-25
Director Date

H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

Chair RV
Member MAN
Member RV

Date entered in payroll _____
Clerk & Recorder - original _____
Human Resources - canary _____
Auditor - pink _____
Department - goldenrod _____

addendum to PARs

Justification for Salary Change for County Attorney Staff Management

1. Positions: Office Administrator, Legal Office Supervisor / Staff Management, Discovery Supervisor/Staff Management, Victim-Witness Supervisor/Staff Management

2. The justification for reclassification of salary tying these positions' salaries to the salary of the County Attorney.

Managing the day-to-day operations of the staff from multiple divisions of our office has been identified as the major area of responsibility. The current salaries for these positions are not competitive and need to be changed. Management salaries tied to the County Attorney salary which is set by statute and action of the County Compensation Committee is consistent and will make these positions more salary competitive. Upon retirement/replacement the salary shall stay competitive and not retreat to the entry of the current salary grade. The attorney managers' salaries have been done this way for years with success with recruitment and retention.

3. Fiscal Impact - This change will be funded with transfer from existing budget authority based largely on vacancy savings.

The salary of the Office Administrator will be at 58% of the County Attorney salary. *

The salary of the Legal Office Supervisor will be at 48% of the County Attorney salary. *

The salary of the Victim/Witness Supervisor will be at 48% of the County Attorney salary. *

The salary of the Discovery Supervisor will be at 48% of the County Attorney salary. *

*These positions will no longer receive Non-Union County Longevity and, similar to the County Attorney position, will receive raises every other year based on application of State Law setting the salaries of elected officials. The percentages above were selected to keep the positions competitive and keep a separation between management and non-management positions. The percentages selected considered that the positions will not be entitled to a raise in 2026. The County Attorney salary will not change until 2027.

Finance Director Review/Comments, if any Grades Referenced in these PAR's
Are Not Relevant.

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Caden Galles Effective Date: 01/01/206
Current Title: Deputy Sheriff/ Diff Gr. Salary \$ 35.47
Title Change: Deputy Sheriff Gr. Salary \$ 34.57

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:

Temp Full Time: Termination:
Temp Part Time:

Seasonal Hire: Promotion:

Replaces position Transfer:
Name

New Budgeted Position Demotion:

Other: remove diff XX Reclassification:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
- - - - - Percent Split Account

[Signature] 12/18/2025
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Ken Yellin 12-24-25 Note: Jan Jones 12.24.25
Director Date Director Date

H.R. Comments: Commissioner's Action
Approve Disapprove

Chair HH
Member MAN
Member [Signature]

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Orville Dean Effective Date: 1/1/2006
Current Title: Deputy Chief of CimOP Salary \$ 82% of CA
Title Change: Chief of Criminal Gr. Salary \$ 84% of CA
Check as Applicable: Litigation Plus longevity
Regular Full Time: New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: \$ 135,546.66
\$ 138,742.92

Replaces position Transfer:
Name Denotation:
New Budgeted Position Reclassification:

Other: Office Restructure Manager
Funding: 2301122 - 411100 - 111 Percent New Account
Percent Split Account
12-15-25

Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: Ken Yelen 12-24-25 Date
Director

Note: Paul Jones 12-24-25 Date
Director

H.R. Comments:

Commissioner's Action
Approve Disapprove

Chair MY
Member MSH
Member

Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

Section 1 is to be completed by the initiating department for recommended personnel changes

Name: Hallie Bishop Effective Date: 1/1/2026
Current Title: Deputy Chief of Cim Ops Gr. CA Salary \$ 82% of CA
Title Change: Chief of Criminal Operations Gr. CA Salary \$ 84% of CA
Check as Applicable: plus longevity
Regular Full Time: New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: Transfer:
Replaces position Demotion:
Name Reclassification:
New Budgeted Position
Other: Office Restructure - Management
Funding: 2301-122 - 411100 - 111 Percent New Account
 - - Percent Split Account
 12-15-25
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:
Ken Miller 12.24.25 Jim Garner 12.24.25
Director Date Director Date
H.R. Comments: Commissioner's Action
 Approve Disapprove
 Chair
 Member
 Member
Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

B.O.C.C. Regular

Meeting Date: 01/06/2026

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District

BACKGROUND:

N/A

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation Board Minutes

Meeting Minutes:

November 19, 2025

November meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert by phone, Bob Riehl, Brent Kober and Manager Carl Peters. Logan McIsaac with Yellowstone County Public Works, Drew Vance with DOWL Engineering, Robbie Neihart with Performance Engineering, and Doug Enderson with Dowl Engineering were also present.

The meeting was called to order at 7:00 PM by Bob Riehl. October 15, 2025, meeting minutes were reviewed, a motion was made by Terry Seiffert, seconded by Brent Kober to approve the October 15th minutes, motion carried.

Public Comment: The Manager had something he wanted to add to the minutes from last month. When Taylor said that he gave Kam with Northwestern Energy the Manager's number, the manager never spoke to Kam it was Carson with Millenium Electric that called the Manager about the date & time for Northwestern Energy's installation of the 60' power pole and underground electrical service.

New Business

1. **OHR Sidewalk Project:** Logan McIsaac gave the floor to Dowl's engineers to explain the solution they came up with for the drainage issues at Rykken Court. Doug Enderson goes over the beginning of the project and construction. Mr. Enderson refers to the letter that the Manager sent to Dowl regarding the drainage into the 60' ditch from the project. Doug refers to the memo sent in response to the Manager regarding the conclusion they have reached to remedy this issue. Everything west of the western most part of Rykken Circle drains into the diagonal part of the ditch, DOWL recommends removing the west end manhole drainage. The middle part of Rykken Circle find its way to ditch through the grass at this point but it is being filtered to some degree before it ever makes it to the ditch. The Eastern part of the park also drains into the ditch, DOWL is recommending adding a 60 degree elbow to the inlet of the eastern manhole drainage to act as a riser pipe. This will allow the water to pond and soak into the ground before going into the pipe. Bob Riehl said that the board does not want to set a precedence here for the record. A motion to approve Dowl's revised drainage recommendations was made by Brent Kober Seconded by Terry Seiffert. Motion carried.
2. **\$1,739,00.00 Bond:** The County Treasurer overcharged 1,311 out of the total 1,474 parcels assessed for the new pump station bond. Corrected tax statements were sent out by November 5th. The Manager received one call on the assessments, and it was Doug Becker at Metra RV but hadn't heard from anyone else.
3. **New Pump Station Project:** Robbie Neihart from Performance Engineering, reported that Askin has the pipe connected to the new pump station. The only thing left is to connect is the electrical components at the pump station and some at the 60 and 100 foot canals for the flow sensors. The last of the concrete was poured today and the miscellaneous metal items are going to be installed as well. Mr. Neihart called Bond Counsel Dan Semmens because the electrical guys are concerned that they may not have the electrical completed by the 30th to meet the substantial completion of the project because Northwestern won't be on site to disconnect the control box in the existing pump station building until Friday. Mr. Neihart is going to call Dan Semmens and see if they can give us a few extra days to have the electrical and pipe installed. We have \$16,000.00 dollars in accrued interest in the bond account, and we still have some money left in the general conditions of the contract. Mr. Neihart does not foresee any more change orders or additions to the project at this point. PAY APP #4 for \$130,150.00 and PCO #4 for \$3,273.12 needs board approval. Mr. Neihart explains PCO #4 which is to include a flange fitting on that pump station but along the way it got taken out, so the pump station that we got did not include this flange. PCO # 4 includes the cost of the flange and the welding to attach it. A motion to approve PAY APP #4 was made by Brent Kober and seconded by Terry Seiffert, motion carried. A motion was made by Brent Kober to approve PCO#4, Terry Seiffert seconded the motion, motion carried. Northwest Energy

wants to meet on-site with the Manager and one of the engineers from Performance Engineering to discuss and evaluate moving the pole they installed right over our pipe. Mr. Seiffert asked if moving the pole could cause more damage to our pipe. Mr. Neihart says that this is a tough question to answer without knowing how close the pole is to the pipe. The Manager is going to schedule this meeting and contact the board with the details via email. Northwestern Energy is requiring a new easement which will parallel the west side of our 100' lift pipe.

4. **MDT Interchange Projects:** The Manager heard back from the engineer on the Lockwood interchange project, and he is asking for the design flow for the section of the 60' canal that goes under I-90. The engineers report that they are 60% done with the drawings for the project.
5. **Clayton ST Project: 60' Greenwood Culvert extension:** The Manager met with developer Lance Story on the 17th of October and discovered that the encroachment permit fees were paid by the previous developer and the plans haven't changed. The Manager says that they will have to monitor the developer's work to ensure that the three 100' lateral pipes remain in place to continue to drain into the 60'.
6. **Required Audit:** The Manager reports that he received an email from the state finally and we are required to do an audit. They have not replied due to staffing changes. Terry Seiffert asked if the Manager could call Huntley Project to see what accounting firm they use and report to the board on what you find.

Old Business

1. **LID-LWSD Water Rights:** Nothing new.
2. **2014 LID Rate Update 2019:** On Hold.

Manager's Report:

Phase three of the sewer project has 15 crossings of our two main canals. There was an email from Chad Hassler with Askin Construction asking about this with Morrison-Maierle and they didn't know that there were that many crossings or that the encroachment fee was \$500.00 dollars. Askin is asking for concessions to these fees. The board agreed that we should consider the costs that are associated with each one (Carl's time and the engineer's time) to process each one. Dale Hason did some work on the burn pile which was restacking the burn pile for a couple hundred dollars and some silt removal and leveled the bank on the 100 ft, right at the shotcrete area on Sunrise and Greenwood because at the beginning of the season that area of the canal overflows. Terry Seiffert wrote Melinda Odehoven a letter in 2013 about them taking the bank down and the letter. The Manager has had conversations with Mrs. Odehoven about having the silt removed and having the bank built back up, she seemed ok with it, but the Manager thinks that she should have to pay for the bank to be restored to the way it was before they removed part of the bank. The Manager will get an estimate and have a conversation with Mrs. Odehoven about splitting the cost of the silt removal and the bank repairs. The Manager is going to get an estimate from Dale Hanson on this and then come up with a good number to charge Mrs. Odehoven for the bank repairs. The Proposed closed system for six properties on Wanda LN has only one neighbor supporting it and that is Mr. Buttman who proposed it. Everyone else has called the Manager to vote no because they have never used the irrigation and don't want to have access. The Board said to call Mr. Buttman and let him know that none of his neighbors want access. Montana State funds were received, and the Manager proposes that the \$1,111.15 2024 dividend check be divided evenly between the Manager and the two ditch riders as a safety bonus, less \$200.00 for safety equipment. Brent Kober made a motion to approve the safety bonus, Terry Seiffert 2nd this motion, motion carried. The Manager goes over the items at the O&M that are over budget which would be the electricity, insurance, and silt removal, and shotcrete. We are still \$25,000 ahead of last year. The Manager does have an email out to Anna Miller to see if there is any help with the cost of the audit, but the Manager has not received a response. Montana DES sent \$1,252.50 For FEMA silt removal because we did not spend all the money so the Manager asked County Finance to put this into our reserve account.

Secretary's Report:

The October financial reports were presented, a motion was made by Brent Kober to approve the financials for October, seconded by Bob Riehl. With no further business, a motion was made to adjourn by Brent Kober, 2nd by Terry Seiffert, the meeting was adjourned at 8:27PM. The next board meeting will be on December 17, 2025, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer