

OFFICIAL AGENDA
TUESDAY January 20, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Ostlund Building
2825 3rd Ave N, Room 309
Billings, MT
8:45 a.m. Agenda Setting

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COMMISSIONERS

Resolution 26-05 Establishing a Special Time of the Board of County Commissioners — The Commissioners Board Meeting Set for Tuesday, February 3rd, 2025 will begin at 3:00 p.m.

2. PLANNING DEPARTMENT

Lone Eagle North Subdivision - Preliminary Major Subdivision

CLAIMS

CONSENT AGENDA

1. FINANCE

- a. Invitation for Bid - Metra PA System
- b. Change Order #2 - Contract Design - Ostlund Building Furniture

2. PUBLIC WORKS

- a. Notice of Award and Contract with Hardrives Construction, Inc. for the 2026 County Wide RSID Chip Seal
- b. Right of Way Agreement Ronald and John Staley - 48th and Central
- c. Right of Way Agreement Staley Family Irrevocable Land Trust - 48th and Central
- d. Addendum #1 for the Request for Qualifications for Professional Engineering Services — Revising the Bid Opening Time

3. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - Detention Facility - 4 Appointments; Sheriff's Office - 1 Appointment; County Attorney - 1 Termination

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Yellowstone Conservation District Board Minutes - November

2. **CLERK OF DISTRICT COURT**

Checks and Disbursements for January 2026

3. **COMMISSIONERS**

Support Letter - WHC 2026 History Grant

4. **FINANCE**

PILT Budget Adjustment

5. **PUBLIC WORKS**

Contract with Hydrometrics Inc.

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: 01/20/2026

Title: Res to change the time of the board meeting February 3, 2026

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-05 Establishing a Special Time of the Board of County Commissioners — The Commissioners Board Meeting Set for Tuesday, February 3rd, 2025 will begin at 3:00 p.m.

BACKGROUND:

See attached resolution.

RECOMMENDED ACTION:

Approve.

Attachments

Res to Change the start time of the February 3rd Board Meeting

RESOLUTION NO. 26 - 05

Establishing a Special Time of the Board of County Commissioners

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Tuesdays at 9:00 A.M. for official meetings of the Board of County Commissioners,

WHEREAS, the Board of County Commissioners, pursuant to Section 7-5-2122, M.C.A., must set any official Board meeting changes by resolution;

WHEREAS, The Board will not be able to convene at 9:00 a.m. for the meeting set for Tuesday, February 3, 2026 at 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that date and time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Tuesday February 3, 2026, at 3:00 P.M.** in lieu of the Tuesday February 3, 2026 at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 20th day of January 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chairman

Michael J. Waters, Member

John Ostlund, Member

ATTEST:

(SEAL)

Jeff Martin
Clerk and Recorder
Yellowstone County, Montana

B.O.C.C. Regular**Meeting Date:** 01/20/2026**SUBJECT:** Lone Eagle North Subdivision - Preliminary Major Subdivision**THROUGH:** Anna Vickers**FROM:** Dave Green

TOPIC

Lone Eagle North Subdivision - Preliminary Major Subdivision

INTRODUCTION

On November 3, 2025, WWC Engineering applied for preliminary major plat approval of Lone Eagle North Subdivision. The subdivision will create 37 lots for residential development. The subject property is generally located south of Alkali Creek Road and east of Highway 3. This parcel of land is currently zoned Agriculture. The applicant has submitted for a zone change to Rural Residential 3 zoning. Some of the land has been used for farming. Other areas are native grassland and scrub. There are trees around the Alkali Creek stream.

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Lone Eagle North Subdivision, adoption of the Findings of Fact as presented in the staff report. The Planning Board is forwarding a recommendation of approval of the requested variance from Section 4.6.A.3 associated with providing connection to existing roads and denial of the variance associated with Section 4.6.A.7 regarding dead end roads exceeding 1,000 feet in length.

VARIANCE REQUESTED

The applicant has requested two variances from the Yellowstone County Subdivision Regulations. One variance from Section 4.6.A.7. Streets and Roads, Road Network Performance Standards associated with a dead end road exceeding 1,000 feet in length. The other from Section 4.6.A.3 associated with providing connection to existing roads.

"Section 4.6.A.7. Dead end roads shall not be more than 1,000 feet in length."

"Section 4.6.A.3. There shall be right-of-way and road connections made when existing roads or platted roads outside the subdivision connect to the subject parcel."

The Planning Board is recommending denial of the Variance from Section 4.6.A.7 associated with allowing a dead end road to exceed 1,000 feet and approval of the variance associated with Section 4.6.A.3 which would require connection to the existing road in the neighboring subdivision.

Staff recommended denial of both variances. County Public Works stated in reviewing the variance requests that, "Public Works has reviewed the variances, and we will not support them." Further explanation and analysis can be found in the attachments, "Variance A Staff Input", "Variance B Staff Input" and Variance B Planning Board Input."

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed stormwater management.
2. To provide a maintenance mechanism for the new public roads within the subdivision and to protect public health and safety, prior to final plat approval, the applicant will petition to create an RSID for the future maintenance of the public roads.
3. To protect public health and safety and to follow the requirements of Yellowstone County Subdivision Regulations, prior to final plat, should both variances requested by the applicant be denied, the applicant shall ensure all dead end roads within the subdivision do not exceed a maximum of 1,000 feet and provide for an approved road turnaround, and the applicant shall provide connection to the existing Lone Eagle Rd. Should one variance be approved but not the other, the applicant will apply the part of the condition that applies to the BOCC decision. Should both variances be approved, condition number three does not apply.
4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings of the dry hydrant system to Fuego Volunteer Fire Department for review and approval. Once installed, the applicant will request Fuego Volunteer Fire Department test the system to ensure it works correctly and get a sign off from Fuego Volunteer Fire Department. The applicant will also create an RSID for the dry hydrant system.
5. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
6. To complete the requirements of a Phased Subdivision, prior to final plat, the applicant will provide the correct paperwork to be recorded with the final plat, restrictions on conveyances. Should the Board of County Commissioners require an Emergency Access Road connection to Lone Eagle road to the south, the applicant will build it to County EAR standards, gate both ends, and update the SIA to reflect the required change.
7. To minimize effects on the natural environment, prior to final plat approval a weed management plan and property inspection shall be completed by the County Weed Department.
8. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
9. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting September 4, 2025
- Preliminary plat application submitted to Planning Division on November 3, 2025
- Departmental Review Meeting November 13, 2025
- Re-submittal of proposed plat November 20, 2025
- Planning Board plat review meeting December 9, 2025
- Planning Board public hearing meeting December 23, 2025
- Preliminary plat to Board of County Commissioners, January 20, 2026
- 60 working-day preliminary plat review period ends February 4, 2026

PLAT INFORMATION

General location: South of Alkali Creek Road and east of Highway 3

Legal Description: SECTION 9, TOWNSHIP 1 NORTH, RANGE 25 EAST, COS 3420

Owner/Subdivider: Yellowstone Farm LLC

Surveyor/Engineer: WWC Engineering

Existing Zoning: Rural Residential 3 (RR3)

Existing Land Use: Some Active Farmland

Proposed Land Use: Residential

Gross area: 327.28

Net area: 327.28

Proposed number of lots: 37

Max.: 9.97 acres

Min.: 5.61 acres

Parkland requirements: Parkland dedication is not required as all lots are over 5 acres in size.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Staff gave a presentation to the planning board about the proposed subdivision. This included the requested variances - no connection to the existing subdivision and a dead end road over 1,000 feet. There were a couple of questions asked by planning board members about the variances being requested, needing clarification. The board also asked staff to point out where the two proposed dry hydrants would be located.

The applicant agent stood to speak about the proposed subdivision and the variance requests. Mr. Greg Reid, WWC Engineering, stated that the request for the road dead end length to be over 1,000 feet is due to the size of the lots. They are also trying to make certain they do not create a land-locked lot farther to the east. Mr. Reid addressed the connection to the subdivision to the south, Lone Eagle Subdivision. The grades where the original subdivision proposed a connection is in an area where the grades are 20% and up. For reference, the paved section of the Zimmerman Road (also known as Zimmerman Trail or Airport Road) has an average grade of approximately 4%, with some sections reaching a maximum grade of up to 8% or 9% (Web search information). Mr. Reid stated alternatives have been evaluated to try and meet the 12 percent grade requirement, including potential roadway realignment. The problem is the site has steep slopes, rock outcroppings, and the removal of a substantial number of trees limited the feasible options. It would also be north-east facing and, with the steep slopes in winter times when there is snow and ice, it would not melt because of lack of afternoon sun.

The public hearing was opened and there were several surrounding neighbors there wishing to voice their concerns. Concerns for the new subdivision from the neighbors included an increase in traffic on the existing road, Lone Eagle Drive, through the existing subdivision should there be a connection. Neighbors also do not want more people using their roads because they are private roads that the residents maintain. There are no speed limits posted in the subdivision. The fear is, without speed limits posted, people will drive excessively fast and there will be a decrease in safety resulting in more car wrecks. People use the roads for walking, horseback riding and bike riding, and they do not want that taken away by more traffic. The existing property owners would not like to have a connection required to their subdivision because they don't want an increase in traffic, a decrease in safety and higher maintenance costs for the existing roads in Lone Eagle Subdivision. There were four property owners that spoke on this topic.

A question from the planning board was asked about fire protection for the existing subdivision. One neighbor stood to address that issue, identifying himself as the former fire chief for the Fuego Fire Department. He stated there is an existing 30,000 gallon tank already in place in the existing Lone Eagle Subdivision. With the proposed two new tanks in the proposed Lone Eagle North Subdivision, there will be plenty of water for both subdivisions in a fire, the neighbor asserted.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attachment Findings of Fact.

CONCLUSIONS OF FINDINGS OF FACT

See attachment Findings of Fact.

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Lone Eagle North Subdivision, adoption of the Findings of Fact as presented in the staff report. The Planning Board is forwarding a recommendation of approval of the requested variance from Section 4.6.A.3 associated with providing connection to existing roads and denial of the variance associated with Section 4.6.A.7 associated with a dead end road exceeding 1,000 feet in length.

Attachments

Findings of Fact

Proposed Plat

Draft SIA

Neighbor letter of concern

Property Owner in Favor of not connecting

Variance A request

Variance A Staff Input

Variance B request

Variance B Staff input

Variance B Planning Board Input

Contour Map with legend

FINDINGS OF FACT

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

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

1. Effect on agriculture and agricultural water users' facilities

The subject property open grass and scrub with some trees along Alkali Creek. No water rights or shares are available to this subdivision so there will be none transferred to individual lot owners. There are no irrigation ditches that exist on the perimeter of this development. Perimeter drains shall remain in place and shall not be altered by the subdivider or subsequent owners. There will be no effect on the water users downstream from this property.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by MDEQ, or its designee.

Individual wells or cisterns will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)**

b. **Septic** - The proposed subdivision is not located within any public sewer district. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by MDEQ, or its designee.

Individual septic systems will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

Septic systems will be installed meeting the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)**

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

c. **Streets and roads** – Access to the subdivision shall be from proposed approaches on Alkali Creek Road. The roads will be built to the County standard paved surface roads. They will be in a 60-foot-wide rights of way and be built with a 24-foot paved surface. An RSID will be created to maintain the public roads within the subdivision. **(Condition #2)**

1. Variance Requests - The applicant has requested a variance from Section 4.6, Streets and Roads. 7. of the Yellowstone County Subdivision Regulations.

7. Dead end roads shall not be more than 1000 feet in length.

Section 4.6, Streets and Roads. 3.

3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel. **(Condition #3)**

2. A TIS - has been submitted for this proposed subdivision. The traffic study showed the impacts would be minimal to the studied intersections and do not meet the threshold for contributions to the County for intersection improvements. In the future should there be more development, then this subdivision can be assessed proportional cost through the Waiver of Right to Protest.

INTERSECTION COST PARTICIPATION from TIS

The net new trips identified in this report are subject to examination under Yellowstone County's cost participation program to the extent that they would travel through studied intersections. Cost participation has been estimated for the three public-street intersections in this study under the assumptions that (a) the peak with the highest percentage of trips added to the intersection's critical volume pairs governs cost contribution and (b) site traffic must result in an increase of 2% in total critical-movement volume, after project trips are considered, to be subject to cost participation. The project trips used in this calculation are those shown previously in Exhibit 10. Once it is demonstrated that an intersection is eligible, the applicant pays the entire percentage, not just the marginal part above 2%, unless another arrangement is made with the County. Exhibit 14 shows the intersection cost participation summary for project trips.

Exhibit 14. Intersection Cost Participation

Intersection	AM	PM	2% or Greater
1. MT 3 at Alkali Creek Road	0.7%	0.6%	n/a
2. MT 3 at Lone Eagle Drive	0.7%	0.8%	n/a
3. Skyway Drive at Alkali Creek Road	0.7%	0.9%	n/a
Total Participation %:			0%
x \$500,000			\$0

None of the intersections studied would experience a high enough critical-movement volume increase to require participation in the cost of future intersection improvements.

d. **Fire and Police services** – The property is within the Fuego Volunteer Fire boundary. The subdivision will have a dry hydrant tank installed alongside the road Stagecoach Trail within Lot 6, Block 1. There will be a second dry hydrant tank along Swift Hawk Road within Lot 2, block 4 of the proposed subdivision. The applicant will submit drawings for the tank to the Fuego Volunteer Fire for review and approval. When the tank is installed the applicant will have the system tested and signed off by the Fuego Volunteer Fire. **(Condition #4)**

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

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

f. **Storm water drainage** – Stormwater will be collected onsite using a combination of swales, culverts, and the natural slope of the land and delivered to onsite storm detention facilities. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision schools are located in the Heights. Eagle Cliff Elementary, currently under maximum capacity. Castle Rock Middle School, currently under maximum capacity. Skyview High School currently under maximum capacity.

h. **Parks and recreation** – There is no Parkland dedication required for this subdivision as all lots are over 5 acres. The applicant is proposing to provide a private park area with this filing. They are proposing to have 20.57 acres of private parkland around Alkali Creek.

i. **Postal Service** – The applicant will be required to coordinate with the USPS to ensure they are providing a safe location for the postal worker to deliver the mail and the residents to retrieve their mail. **(Condition #5)**

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

k. **Phasing of Development** - The applicant is proposing to develop this subdivision in phases. Phase 1 and Phase 2. The applicant will provide the correct paperwork to be recorded with the final plat, restriction on conveyances. The subdivision improvement agreement shall be updated to reflect the date associated with the opening of each phase of the subdivision. It will also include any additional information required by the Board of County Commissioners. **(Condition #6)**

- Phase I

Swift Hawk Road will be constructed in its entirety along and a temporary cul-de-sac at the terminus of the roadway will be constructed. A dry hydrant will be constructed on Lot 2 of Block 4 in this phase. A private gate will be installed at the end of the public dedicated portion of Swift Hawk Road.

- Phase 2
Stagecoach Trail will be constructed to the intersection with Painted Horse Road and Painted Horse Road will be constructed in its entirety. A dry hydrant will be installed on Lot 5 of Block 1.
- Phase 3
All of Whiskey Jack Road will be constructed between Swift Hawk Road and Stagecoach Trail. Stagecoach Trail will be constructed from the end of Phase II to its terminus at the intersection with Consuela Creek Road. A temporary cul-de-sac will be constructed at the end of Stagecoach Trail.
- Phase 4
Consuela Creek Road will be extended to the east edge of Lot 5 of Block 5 with construction of a temporary cul-de-sac.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. Any subdivision that has an existing Weed Management Plan is required to get an updated Weed Management Plan. A weed management plan will be completed and a copy will be submitted with final plat. **(Condition #7)**

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

4. Effects on wildlife and wildlife habitat

Impacts on Significant, Important, and Critical Habitat: Because part of this land has been cultivated for farming the native habitat has been disturbed and limited to smaller animals. The property has been historically used for livestock rangeland. There are no known protected species or special status habitats within the proposed subdivision. This site is not in sage grouse habitat. There are no threatened or endangered species known to inhabit the area.

A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

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

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

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

A summary of impacts was required for this subdivision pursuant Section 9.2 of the County Subdivision Regulations. There were no significant impacts identified in the environmental assessment submitted with the proposed subdivision.

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

1. Yellowstone County - 2008 Growth Policy

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

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

The subdivision is consistent with the type of residential development in the surrounding area. There is residential development to the south. Large acreage lots.

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

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

2. 2023 Billings Urban Area Long Range Transportation Plan

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

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

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

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

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

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

The subdivision must receive approval from the MDEQ prior to any building construction on each lot. Each lot will have its own septic and well system. These new systems will be approved by MDEQ before final plat.

F. Does the proposed subdivision meet any applicable Zoning Requirements?

[Section 3.2 (H) (3) (e), YCSR]

The proposed subdivision is within the County Zoning Jurisdiction. The lots are currently zoned Agriculture, they are requesting a zone change to Rural Residential 3.

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

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

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

Legal and physical access will be provided from Alkali Creek Road. Access to each lot will be from the internal roads of the subdivision.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Lone Eagle North Subdivision, and adoption of the Findings of Fact as presented in the staff report. The Planning Board is forwarding a recommendation of approval of the variance to not connect to the existing road and denial of the variance request to go over 1,000 feet for a dead end road.

LONE EAGLE NORTH SUBDIVISION

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LONE EAGLE NORTH SUBDIVISION

This agreement is made and entered into this ____ day of _____, 20 __, by and between Robert Arensberg, Yellowstone Farms LLC, whose address for the purpose of this agreement is **3680 Vickery Drive, Billings, Montana 59102**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of Planning recommended conditional approval of a preliminary plat of *LONE EAGLE NORTH SUBDIVISION*; and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *LONE EAGLE NORTH SUBDIVISION*; and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *LONE EAGLE NORTH SUBDIVISION* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

Subdivider has requested, and the County hereby grants, the following variances by the County Commissioners from the strict interpretation of the County’s Subdivision Regulations (Section 11.1 Yellowstone County Subdivision Regulations):

1. Dead End Length Variance for Section 4.6 part 7 of the Yellowstone County Subdivision Regulations.
2. Connectivity to adjacent Lone Eagle Subdivision, 5th Filing development variance for Section 4.6 part 3 of the Yellowstone County Subdivision Regulations.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat, and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops

and/or a threat to public health and safety.

- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner, or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H. Lot owners or their agent will obtain an Access Permit from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owners' expense.
- I. Lot owners will comply with Yellowstone County Subdivision Regulations for driveways. Driveways greater than 150 feet in length must have an approved turn-around at their terminus per Yellowstone County Subdivision Regulations.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

Swift Hawk Road, Stagecoach Trail, Whiskey Jack Road, Consuela Creek Lane, and Painted Horse Road within areas of 60 foot dedicated right-of-way or private access easements shall be built to county paved road standards with a satisfactory subbase, base course, and asphalt surface. Swift Hawk Road, Stagecoach Trail, Whiskey Jack Road, Consuela Creek Lane, and Painted Horse Road shall have either a dedicated 60' right-of-way or 60' private road easement as shown on the Plat. Swift Hawk Road will be public dedicated right-of-way to 90 feet south of the intersection with Whiskey Jack Road, at which point it will transition to private roadway. Stagecoach Trail will be public dedicated right-of-way to 70 feet north of the intersection with Painted Horse Road, at which point it will transition to private roadway.

Roads will be paved to the end of the lots being developed as identified in the phasing section herein. The design cross-section shall be a 24-foot asphalt width street with 2-foot-wide gravel shoulders and shoulder drainage swales. The dedicated portions of Stagecoach Trail, Whiskey Jack Road, and Swift Hawk Road, will be maintained by creation of a new county road RSID. Private access easement sections of the roadways will be maintained by creation of an HOA made up of the lots within the Lone Eagle North Subdivision. A gate will be installed at the end of the public dedicated portion of the roadways for Stagecoach Trail and Swift Hawk Road and the gate will be operated and maintained by an HOA created by the Subdivider. Gates must automatically open when a vehicle is leaving the property, to allow future traffic from adjacent connected subdivisions to exit through Lone Eagle North Subdivision roadways.

B. Traffic Control Devices

Street name and stop signs for streets within the subdivision, or located immediately adjacent thereto, shall be furnished and installed in accordance with the specifications of the Yellowstone County Public Works Departments.

C. Access

Primary and secondary access to the subdivision will be from Alkali Creek Road.

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

There is no proposed trail identified near this subdivision. The applicant is not responsible for any additional road development for bike lanes.

IV. EMERGENCY SERVICE

Two 30,000-gallon water storage tank/dry hydrants will be installed on the western side of Stagecoach Trail within Lot 6, Block 1 and on the eastern side of Swift Hawk Road within Lot 2, Block 4 of Lone Eagle North Subdivision. The dry hydrants will be located within dry hydrant easements and will be maintained and serviced by a new dry hydrant RSID made up of the lots within the Lone Eagle North Subdivision. The dry hydrant system will be installed by the Subdivider and inspected and approved by the Fuego Volunteer Fire Company.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

Stormwater will be collected onsite using a combination of swales, culverts, and the natural slope of the land and delivered to onsite storm detention facilities.

VI. UTILITIES

A. Water

Public water service is not available in the subdivision at this time. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by MDEQ, or its designee.

Individual wells or cisterns will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

B. Septic System

Municipal public sewer service is not available in the subdivision at this time. In accordance with Section 4.4.E. Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by MDEQ, or its designee.

Individual septic systems will be permitted. An approval letter from MDEQ will be submitted with the final plat. The maintenance and operation of the individual systems will be facilitated by the individual lot owner.

C. Power, Telephone, Gas, and Cable Television

The private utilities shall be installed within the provided easements. 8-foot-wide utility easements have been shown on the plat adjacent to all streets within the subdivision per the request of the utility companies.

VII. PARKS/OPEN SPACE

No public parkland dedication is required for this Subdivision. Private parkland will be dedicated for the Subdivision and maintained privately by creation of an HOA made up of the lots within the Subdivision.

VIII. IRRIGATION

No internal irrigation facilities border the subdivision. There are no water shares to be transferred to the lot owners.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

- A. A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- B. A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

A geotechnical investigation Phase I of the Subdivision was completed by Rimrock Engineering in July of 2025. The following is the executive summary of this report:

- Based on materials encountered in our recent borings, underlying about a foot of gravel surfacing, the subsurface profile generally consists of about 3 feet of loose to medium dense clayey sand soils overlying weathered sandstone bedrock. Groundwater was not encountered while drilling or for the short duration the borings were allowed to remain open.
- Clayey sand soils were encountered throughout the new road alignment. Sand soils are typically fair materials for supporting road sections for vehicle use. Subgrade remediation in the form of scarification, moisture conditioning, and recompaction should create a stable base for road construction. Good positive drainage will be important for longevity of pavement sections.
- Weathered sandstone bedrock was encountered within the borings drilled throughout the site. The bedrock is weathered, moderately hard near the surface and generally becomes more competent with depth. During drilling operations, we were able to advance solid stem, carbide tipped-augers through the native bedrock. Typically, this is indicative that contractors will be able to excavate the weathered bedrock using heavy-duty excavation equipment potentially combined with ripping or rock-hammering.

XI. PHASING OF IMPROVEMENTS

Included herein is a description of lots included within each phase and associated improvements

to be completed with each phase. Phases are listed on the face of the plat.

A. Phase I

- Phase I includes Lots 4, 5, 6, 7, and 9 of Block 3.
- Swift Hawk Road will be constructed in its entirety along and a temporary cul-de-sac at the terminus of the roadway will be constructed. A dry hydrant will be constructed on Lot 2 of Block 4 in this phase. A private gate will be installed at the end of the public dedicated portion of Swift Hawk Road. Phase I will be opened at the time of final plat.

B. Phase II

- Phase II includes Lots 2, 4, and 5 of Block 1 and Lots 1 and 8 of Block 3.
- Stagecoach Trail will be constructed to the intersection with Painted Horse Road and Painted Horse Road will be constructed in its entirety. A dry hydrant will be installed on Lot 5 of Block 1. Phase II is anticipated to be opened in 2029.

C. Phase III

- Phase III includes Lots 1, 3, 6, and 7 of Block 1; Lots 2 and 3 of Block 3; all Lots of Blocks 2 and 4; and Lots 1, 2, and 3 of Block 5.
- All of Whiskey Jack Road will be constructed between Swift Hawk Road and Stagecoach Trail. Stagecoach Trail will be constructed from the end of Phase II to its terminus at the intersection with Consuela Creek Road. A temporary cul-de-sac will be constructed at the end of Stagecoach Trail. Phase III is anticipated to be opened in 2032.

D. Phase IV

- Phase IV includes Lots 4 and 5 of Block 5.
- Consuela Creek Road will be extended to the east edge of Lot 5 of Block 5 with construction of a temporary cul-de-sac. Phase IV is anticipated to be opened in 2036.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

XIII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.

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

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

Yellowstone Farms LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____day of_____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared Robert Arensberg, known to me to be member of *Yellowstone Farms LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 20 ____.

“COUNTY”

COUNTY OF YELLOWSTONE MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), for a period of no more than twenty years from the recording of this waiver, which Yellowstone County may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties, and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

LONE EAGLE NORTH SUBDIVISION

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

Yellowstone Farms LLC

By: _____

Its: _____

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared Robert Arensberg, known to me to be a member of *Yellowstone Farms LLC*, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana
Printed name: _____
Residing in: _____
My commission expires: _____

From: Richard Cebull <citizenceb@live.com>

Sent: Monday, December 8, 2025 12:05 PM

To: Husman, Karen <husmank@billingsmt.gov>

Subject: [EXTERNAL] Zoning Change & Requests for Variances for Lone Eagle North Subdivision

Karen, thank you for your excellent service last Friday when I was in your Department.

My wife Linda & I own Lot 20, Lone Eagle Subdivision, 5th Filing. The 60 foot wide PRIVATE ACCESS EASEMENT depicted as Lone Eagle Dr. runs along the entire western length of our lot/tract 20. Each landowner in the existing subdivision owns to the centerline of the 60 foot wide PRIVATE ACCESS EASEMENT. Therefore Lone Eagle Dr. is a private road marked as such by signage after exit from Highway 3.

I have surveyed via email all of the landowners in our subdivision concerning issues raised by the zoning change request & the two(2) variance requests. I received responses from 23 of 27 owners and UNANIMOUS agreement was expressed SUPPORTING the request for a variance from Section 4.6.A.3 of the Yellowstone County Subdivision Regulations: "3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel."

We landowners in the existing subdivision agree with the developers of the North subdivision that Variance Request B should be granted due to critical safety, operational, and liability risks.

1. Safety Hazards: the steep slope risks vehicular run-offs for users and first responders, creating greater dangers than those prevented. The location of the road would be on the steep north slope making travel very hazardous every winter.

2. Liability Exposure: this could invite significant legal and financial risks from accidents or failures.

3. Firefighting Adequacy: Existing and planned dry hydrants at Lone Eagle & Lone Eagle North provide ample water supply for both communities.

We disagree with the staff input that this road would increase the safety of those of us living here. It will potentially increase the amount of traffic through our subdivision. We do not require nor need a second way in and out of this subdivision. We respectfully do not visualize any benefits the extension of this road would provide to our existing subdivision.

A zoning variance offers property owners a mechanism to seek flexibility from strict land use regulations. A variance provides a solution, allowing for a deviation from standard requirements when rigid adherence would create an unreasonable burden.

We respectfully urge the planning board to recommend granting Variance Request B as rigid adherence to the regulation in this instance would create an unreasonable burden.

I will appear at the Public Hearing on Thursday, Dec. 11 @ 4PM .

I will prepare a separate email to you listing property owners in our subdivision who expressed agreement with the position stated herein.

I don't know whether or not any staff person has physically observed the proposed area for the road at issue; if not I would urge them to do so. I am willing to personally escort someone from your staff on a tour of the area; just give me a call to schedule it.

Thanks again, Karen

Richard F. Cebull

4269 Lone Eagle Dr.

Billings, Mt 59106

406-671-9771

Sent from my iPad

From: Richard Cebull <citizenceb@live.com>

Sent: Monday, December 8, 2025 3:55 PM

To: Husman, Karen <husmank@billingsmt.gov>

Subject: [EXTERNAL] List of homeowners in Lone Eagle Subdivision supporting Variance Request B

Alefteras, Ken/Echo
3995 Nighthawk Rd.
Billings 59106

LeaVesseur, Reese/Janet
4045 Nighthawk Rd
Billings 59106

Baker, Jim/Linda
4285 Lone Eagle Dr
Billings 59106

MacNeil, David
4250 Nighthawk Rd
Billings 59106

Blankenship, Mark/Aimee
4410 Lone Eagle Dr
Billings 59106

McCotter, Trevor/Carli
4370 Lone Eagle Dr
Billings 59106

Brown, Scott/Debbie
4650 Kestrel
Billings 59106

Morganthaler, Fred/Eva
4200 Nighthawk Rd
Billings 59106

Cebull, Richard/Linda
4269 Lone Eagle Dr
Billings 59106

Ninichuck, Mike/Patty
4205 Nighthawk Rd
Billings 59106

Cummings, Kris/Katie
3960 Nighthawk Rd
Billings 59106

Osborn, Mark/Camille
4150 Nighthawk Rd
Billings 59106

Drew Falkenstein
4925 Lone Eagle Dr
Billings 59106

Reck, Samuel/Kristell
4010 Nighthawk Rd
Billings 59106

Faw, Tamie J
4545 Lone Eagle Dr
Billings 59106

Richards, Shane/Kim
4250 Lone Eagle Dr
Billings 59106

Finn, Brad/Sheri Rolf
4050 Nighthawk Rd
Billings 59106

Skender,Jeremiah/Mary Ann
4315 Lone Eagle Dr
Billings 59106

Fischer, Mike/Kristi
4300 Nighthawk Rd
Billings 59106

Urbaska, Maile
3960 Nighthawk Rd
Billings 59106

Holley, Paul/Dee
4490 & 4701 Lone Eagle Dr
Billings 59106

Vanderloos, Bill/Darlene
4700 Lone Eagle Dr
Billings 59106

Hughes, Forrest/Debbie
4275 Nighthawk Rd
Billings 59106

Thank you again, Karen

Richard Cebull
Sent from my iPad

Variance Request A
Lone Eagle North Subdivision

Lone Eagle North Subdivision is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6, Streets and Roads. 7. of the Yellowstone County Subdivision Regulations.

7. Dead end roads shall not be more than 1000 feet in length.

The proposed subdivision are large lots, 5 to nearly 10 acres in size. With lots of that size the roads tend to be longer to reach each lot. The reason for not allowing roads over 1000 feet has to do with fire safety. The fire departments that provide services to the subdivision are concerned with safety. They do not want to go down a long dead-end road and become trapped by hazardous conditions due to fire. Beyond 1000 feet a second way out is preferred as it is safer and is more likely to provide a clear route out of what could be a bad situation. It also provides for more emergency vehicles to circulate rather than all getting tangled in a traffic jam on a dead-end road.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties. Staff believes a long dead-end road could present a dangerous situation for fire fighters and other emergency vehicles not being able to maneuver safely in an emergency situation. Granting the variance could be detrimental to the public health, safety, or general welfare of the public.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced. There are some logistical issues that would make it difficult for emergency vehicles to move around if trying to get past each other. The slopes in the area are steep in some areas, especially going down to the creek area.

3. The variance will not result in an increase in taxpayer burden. The variance will not increase a tax burden on taxpayers.

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

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied. An alternative to the variance was not provided by the applicant.

Variance Request A
Lone Eagle North Subdivision

Lone Eagle North Subdivision is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6.A.7 of the Yellowstone County Subdivision Regulations.

Section 4.6.A.7. Dead end roads shall not be more than 1000 feet in length.

The proposed subdivision contains large lots, 5 to nearly 10 acres in size. With lots of that size the roads tend to be longer to reach each lot. The reason for not allowing roads over 1000 feet has to do with fire safety. The fire departments that provide services to the subdivision are concerned with safety. Fire departments have previously expressed concerns about going down a long dead-end road and becoming trapped by hazardous conditions due to fire. Connectivity through the provision of an additional ingress/egress is preferred as it can help address public safety concerns and alleviate emergency response circulation throughout both the proposed and existing subdivisions.

County Public Works stated in reviewing the variance requests that, “Public Works has reviewed the variances, and we will not support them”.

1. *The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.*
Staff believes a long dead-end road could present a dangerous situation for fire fighters and other emergency vehicles not being able to maneuver safely in an emergency situation. Granting the variance could be detrimental to the public health, safety, or general welfare of the public.
2. *Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.*
Dead end roads can create some logistical issues that would make it difficult for emergency vehicles to move around when trying to get past each other. The slopes in the area are steep in some areas, especially going down to the creek area.
3. *The variance will not result in an increase in taxpayer burden.*
The variance will not increase a tax burden on taxpayers.
4. *The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.*
Granting the variance would not place the subdivision in nonconformance with any adopted zoning regulations or the growth policy.
5. *The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.*
An alternative to the variance was not provided by the applicant.

Variance Request B
Lone Eagle North Subdivision

Lone Eagle North Subdivision is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6.A.3. of the Yellowstone County Subdivision Regulations.

3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel.

Part of the proposed subdivision is north of the existing Lone Eagle Subdivision, 5th Filing. On the existing 5th Filing of Lone Eagle Subdivision, Lone Eagle Drive is depicted on the plat as a 60-foot-wide Private Access Easement. This easement for Lone Eagle Drive runs the entire western length of Lot 20, Lone Eagle Subdivision 5th Filing and the southern boundary of proposed Lot 3 and Lot 4, Block 5 of the proposed subdivision, Lone Eagle North Subdivision. It appears that the developer of the 5th Filing intended to continue connection to the north as the subdivision became larger with future filings.

The proposed Lone Eagle North Subdivision proposes a private road on the northern side of Lots 3 and 4, Block 5 proposed to be called Consuela Creek Lane. Lone Eagle Road is the only way in or out of the existing Lone Eagle Subdivision, 5th Filing. A connection to the north would provide a second way in and out of the existing subdivision, as well as an emergency access route to the proposed subdivision.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties. Staff believes a connection to the south would provide another way out of the proposed subdivision increasing the safety of those living in the subdivision. It will also provide a second way in and out of the existing Lone Eagle Subdivision to the south. Granting the variance could be detrimental to the public health, safety, or general welfare of the public.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced. There are some logistical issues, topography, that would make it difficult to build the road. But it would benefit all residents already out there and the new ones proposed with the new subdivision.

3. The variance will not result in an increase in taxpayer burden. The variance will not increase a tax burden on taxpayers.

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

5. *The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.* An alternative is to build the subdivision with the proposed layout. This filing does provide two ways in and out with both going to Alkali Creek Road.

Variance Request B
Lone Eagle North Subdivision

Lone Eagle North Subdivision is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6.A.3. of the Yellowstone County Subdivision Regulations.

3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel.

Part of the proposed subdivision is north of the existing Lone Eagle Subdivision, 5th Filing. On the existing 5th Filing of Lone Eagle Subdivision, Lone Eagle Drive is depicted on the plat as a 60-foot-wide Private Access Easement. This easement for Lone Eagle Drive runs the entire western length of Lot 20, Lone Eagle Subdivision 5th Filing and the southern boundary of proposed Lot 3 and Lot 4, Block 5 of the proposed subdivision, Lone Eagle North Subdivision. It appears that the developer of the 5th Filing intended to continue connection to the north as the subdivision became larger with future filings.

The proposed Lone Eagle North Subdivision shows a private road on the northern side of Lots 3 and 4, Block 5 to be called Consuela Creek Lane. Lone Eagle Road is the only way in or out of the existing Lone Eagle Subdivision. A connection with Lone Eagle North Subdivision would provide a second way in and out of the existing Lone Eagle Subdivision, as well as an emergency access route to the proposed subdivision.

County Public Works stated in reviewing the variance requests that, "Public Works has reviewed the variances, and we will not support them".

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

Staff believes a connection to the south would provide another way out of the proposed subdivision increasing the safety of those living in the subdivision. It will also provide a second way in and out of the existing Lone Eagle Subdivision to the south. Granting the variance could be detrimental to the public health, safety, or general welfare of the public.

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

There are some logistical issues, topography, that would make it difficult to build the road. But it would benefit all residents already out there and the new ones proposed with the new subdivision.

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

The variance will not increase a tax burden on taxpayers.

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

Granting the variance would not place the subdivision in nonconformance with any adopted zoning regulations or the growth policy.

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

An alternative is to build the subdivision with the proposed layout. This filing does provide two ways in and out with both going to Alkali Creek Road.

Variance Request B
Planning Board Review
Lone Eagle North Subdivision

Lone Eagle North Subdivision is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6, Streets and Roads. 3. of the Yellowstone County Subdivision Regulations.

3. There shall be right-of-way and road connections made when existing roads or platted roads outside of the subdivision connect to the subject parcel.

Part of the proposed subdivision is north of the Lone Eagle Subdivision, 5th Filing. When the 5th Filing was done, Lone Eagle Drive is depicted on the plat as a 60-foot-wide Private Access Easement. This easement runs the entire western length of Lot 20, Lone Eagle Subdivision 5th Filing. It seems that the developer of the 5th Filings intended to connect to the north as this subdivision became larger with future filings. The proposed road from the north is also a private road that will be gated from the north. Lone Eagle Drive would continue as a private road. Lone Eagle road is the only way in or out of the existing Lone Eagle Subdivision in place. A connection to the north would provide a second way in and out of the existing subdivision.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties. The Planning Board believes a connection to the south would increase traffic, cause maintenance increases on the private road, Lone Eagle. There would be safety issues with the increase in traffic. Current use of roads in the Lone Eagle Subdivision are cars, pedestrians, horses and bike riders. Adding traffic would cause the extra use, besides cars, to be less safe for current residents. Building the road to meet the requirement of Yellowstone County Subdivision Regulations, maximum of 12% grade, would require a great deal of earth work and length to attain 12% grade. It would also be in the shade most of the time causing slick road conditions in cold snowy conditions. Current grades in the area of connection are 20% and up. Granting the variance would eliminate all the concerns mentioned and make it better for public health, safety, or general welfare of the public.



2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced. There are some logistical issues, topography, rock outcroppings and destruction of existing trees to build the road.

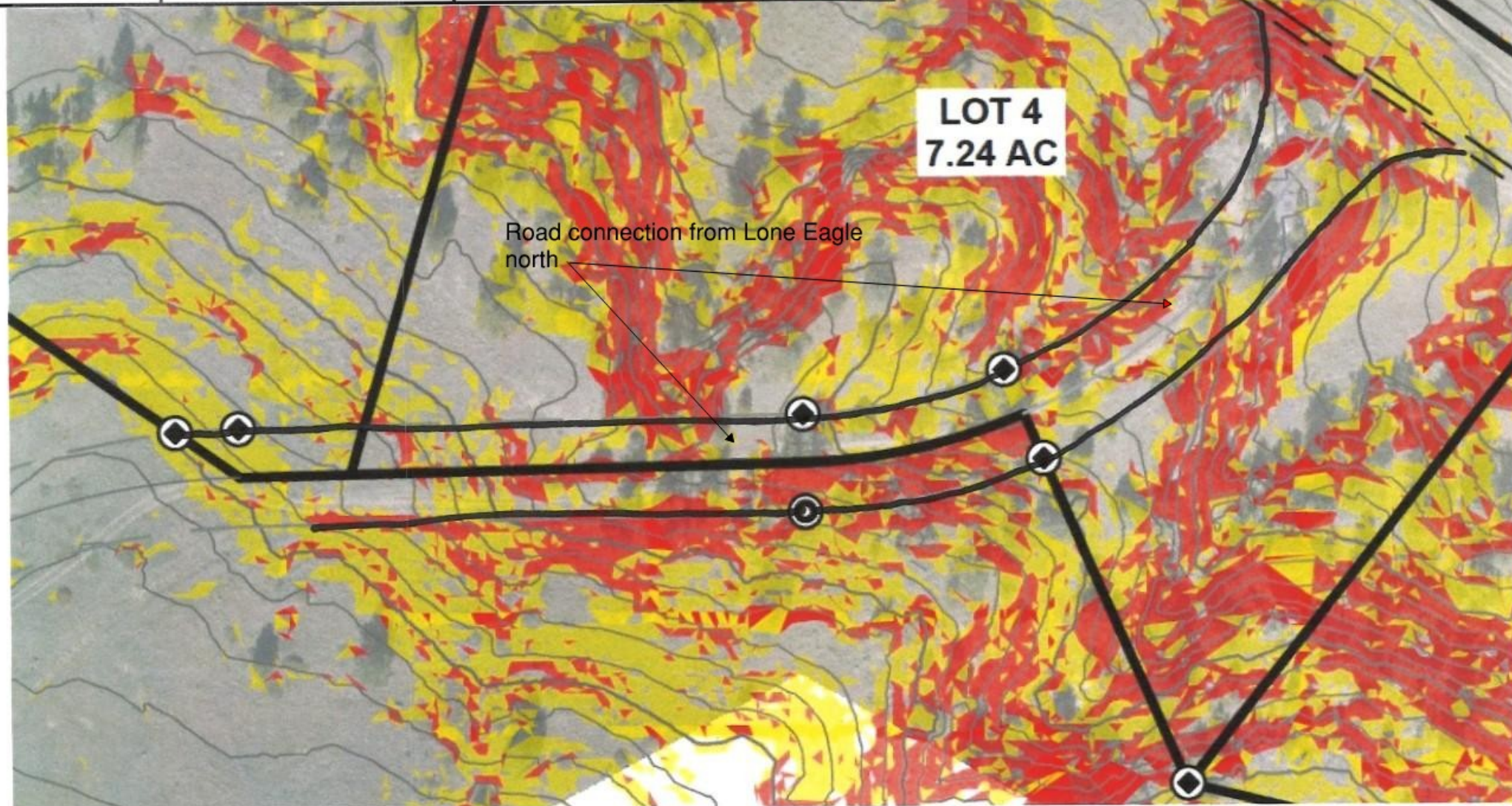
3. The variance will not result in an increase in taxpayer burden. The variance will not increase a tax burden on taxpayers. It is a private road.

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

5. *The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.* An alternative is to build the subdivision with the proposed layout. This filing does provide two ways in and out. Both going to Alkali Creek Road.

Slopes Table

Number	Minimum Slope	Maximum Slope	Color
1	20.00%	33.00%	
2	33.00%	100.00%	



B.O.C.C. Regular

1. a.

Meeting Date: 01/20/2026

Title: Invitation for Bid - Metra PA System

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Invitation for Bid - Metra PA System

BACKGROUND:

MetraPark is requesting Commissioners' approval to release an Invitation for Bids, seeking a contract to provide and install a public address system that can service the entire MetraPark campus. Bids must be received no later than 3:00PM on Monday, February 9th, 2026. All timely bids will be opened and read aloud at 9:00AM on Tuesday, February 10th, 2026 during the Commissioners' regular board meeting. Bids received after the deadline will not be considered.

RECOMMENDED ACTION:

Approve the request and return a copy to Finance.

Attachments

IFB-Metra PA System

YELLOWSTONE COUNTY, MONTANA
Invitation For Bid
Metra PA System

1. Introduction

Notice is hereby given that Yellowstone County is seeking bids from qualified vendors for the purchase and installation of a public address system that can service the entire MetraPark campus at 308 6th Ave N, Billings, MT 59101. Bids should include the cost of all materials, permits, labor and equipment necessary to complete the project.

2. Bid Submission Requirements

Offerors shall submit five (3) hard copies of the bid in a sealed envelope. All bids must be labeled **“Metra PA System”**. Bids may either be mailed or physically delivered to the following addresses.

Mail To:

Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:

Yellowstone County BOCC
Ostlund Building, Room 420, 4th Floor
2825 3rd Ave North
Billings, MT 59101

All bids must be received no later than 3:00 PM on Monday, February 9th, 2026. Bids received after this deadline will not be considered.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

Timely bids will be opened and read aloud at 9:00 AM, on Tuesday, February 10th, 2026, in Room 309 on the 3rd Floor of the Ostlund Building, 2825 3rd Ave N, Billings, MT 59101.

3. Timeline & Selection Process

Event	Date/Time
Publication Dates for IFB	Friday, January 23 rd , 2026 Friday, January 30 th , 2026
Deadline for Bids	Monday, February 9 th , 2026, by 3:00 PM
Bid Opening	Tuesday, February 10 th , 2026, at 9:00 AM
Review of Bids by Selection Committee	Tuesday, February 10 th , 2026, through Thursday, February 12 th , 2026
Notice of Intent to Award Posting	Tuesday, February 17 th , 2026
Notice of Award	Tuesday, February 24 th , 2026

Yellowstone County reserves the right to modify the above timeline as needed.

A selection committee will be formed and review all bids that meet the submittal requirements. The committee will review to ensure that minimum specifications are clearly met and make a recommendation of award which will be submitted to the BOCC. Bids that do not meet minimum specifications provided will be considered non-responsive.

The Board of County Commissioners intend to award the contract to the lowest responsive and best responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

4. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

5. Contact Information & Questions

Any questions regarding the project or bid submittal procedures should be submitted, in writing, to Matt Kessler, Purchasing Agent, at mkessler@yellowstonecountymt.gov.

6. Miscellaneous

Compliance With Laws

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process. No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2025. Those directives are as follows:

- (1) The contractor and employers shall pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. The current schedules are available at the State of Montana website. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.
- (2) each contractor and employer are required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's or employer's completion of work on the project; and
- (3) Each contractor is required to post a statement of all wages and fringe benefits in compliance with 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The Contractor is required to comply with all other applicable provisions of Title 18, Chapter 2, and Part 4 of the Montana Code Annotated.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or 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. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications 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 persons performing under the contract.

Insurance Requirements

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/MetraPark, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project 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 project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the project. In addition, Contractor will furnish to Yellowstone County, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/MetraPark, are named as an additional insured under the Contractors insurance policy for this project. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the project.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County/MetraPark, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated there with (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this project. And for which Yellowstone County/MetraPark, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

The Board of County Commissioners intend to award the contract to the lowest responsive and responsible bid. The Board reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County.

Board of County Commissioners
Yellowstone County, Montana

Mark Morse
Chair

Attest:

Jeff Martin
Clerk and Recorder

Exhibit A - Scope of Work & Specifications

Scope of Work

MetraPark is requesting proposals to provide and install an extension of the existing building communications system to the Campus Exterior. To ensure consistent, reliable maintenance and operations, the communications systems shall only be the Bogen Nyquist C4000 system, with no substitutions. The existing Bogen Communications Nyquist C4000 Series IP-Based Communications System shall be extended to cover an additional exterior perimeter zone for the MetraPark campus. In addition to the Nyquist C4000 Communication System, the HyperSpike MA-2 Series Omni Directional Loudspeaker, or demonstrated equivalent, shall be installed in the locations provided for the greatest campus coverage.

Specifications

ULTRA ELECTRONICS – HYPERSPIKE OMNI DIRECTIONAL LOUDSPEAKER

This speaker system is stipulated as the performance standard by MetraPark for consideration.

The HyperSpike MA-2 is a customizable, omni-directional high-power speaker array that broadcasts live and pre-recorded voice commands and tones over a 12 square mile area. The MA-2 speaker design achieves an STI of 0.91/1.0, ensuring commands are clearly heard, even in high noise environments. The MA-2 comes with a waterproof, rugged, and UV-resistant enclosure, ensuring durability in harsh environments.

The High-Power Speaker Arrays shall have directionality of both 360-degrees and 230-degrees, providing alarm tone, pre-recorded, or live voice announcements at up to 148dB SPL peak acoustic output. The emitter shall be both a five- and three-sided unit weighing no more than 100 lbs with one (1) 2” outside diameter (OD) pipe and pedestal, pole, or wall mounting hardware. The emitter shall be able to transmit an 80dB audible signal up to 3,280 feet and operate at a power of 640 W to 3200 W. Equipment shall be suitable for indoor or outdoor wet locations and approvals shall include UL1480A listing with Class I Division 2, Groups A, B, C, and D Hazardous Location Certification; or Non-Hazardous locations only.

High-Powered Speaker array amplification shall be provided to meet the power requirements and connectivity requirements to the Bogen Nyquist C4000 communication system

BOGEN NYQUIST C4000 SERIES IP-BASED COMMUNICATIONS SYSTEM

The Bogen Nyquist C4000 Series system is a software-driven solution designed to meet the demands of modern commercial paging, and audio distribution applications. It offers advanced capabilities including scalability and flexibility.

The C4000 solution is a robust and state-of-the-art System Controller, equipped with a user-friendly, web-based Graphical User Interface (GUI). Accessible from any PC, tablet, or mobile device, this interface ensures effortless control and management.

The system maximizes the use of existing LAN's and WAN's and includes audio mixing, amplification, and distribution. Seamless integration with third-party systems like PBX, access control, and fire alarm is also easily achievable.

PART 1 – GENERAL

1.01 GENERAL REQUIREMENTS

- A. The conditions of the General Contract (General, Supplementary, and other Conditions) and the General Requirements are hereby made a part of this Section.
- B. All bids shall be based on the equipment as specified herein. The model designations are that of the Bogen Nyquist C4000 Series, a software-based solution for commercial paging and audio distribution system. The specifying authority requires the use of the Bogen Nyquist C4000 Series, with no exceptions.
- C. The contractor shall be responsible for providing a complete functional system, including all necessary components whether included in this specification or not.
- D. In preparing the bid, the contractor should consider that no claim will be made against the owner for any costs incurred by the contractor for any equipment demonstrations requested by the owner.

1.02 EQUIPMENT PERFORMANCE

- A. The contractor shall supply and install all equipment, accessories, and materials in accordance with these specifications and drawings to provide a complete and operating IP-Based Paging and Audio Distribution System including but not limited to:
 - 1. The Nyquist C4000 platform offers, at a minimum, all the following essential functions:
 - a. Web-based system setup wizard and intuitive configuration
 - b. Virtually Unlimited station capacity
 - c. Support for Microsoft Active Directory (AD) and LDAP
 - d. Automatic Failover Capability (optional)
 - e. Interactive Facility Maps with Map-based audio/video monitoring during emergency check-in (optional)

- f. SIP Trunk
- g. Emergency Check-in
- h. Embedded DHCP Server
- i. User-customizable Announcements with priority
- j. User-Definable Routines
- k. Routines API (optional)
- l. Amplifier Protection Mode monitoring and reporting via routines
- m. Text-to-Speech Announcements (optional)
- n. Emergency or Normal Announcements are capable of being prerecorded and activated by a speed dial on an Admin Phone or through the trunked phone system via DTMF, wireless panic button, mobile app, web browser or external IP networked system using secured HTTPS URL-based Application Programming Interface (secure API) Webhook POST via Routines
- o. Intercom Calling (Optional)
- p. Internal clock is synchronized with NTP network time server whether on the LAN, WAN or Internet keeping the Scheduled events, tones, and Announcements accurate within milliseconds.
- q. Audio distribution allows for scheduled or manually activated audio to be activated from the Admin Web UI, contact closure, Admin phone and/or by use of Routines
- r. Unlimited Schedules
- s. Unlimited Time, Paging, and Audio Zones (optional)
- t. Unlimited Page Stacking/Queueing (optional)
- u. Unlimited Scheduled events
- v. Unlimited Scheduled Audio events
- w. User Login Logging
- x. Integrated Internet Radio Source
- y. Integrated Subscription-based Premium Streaming Music Service (SoundMachine)
- z. Email Notifications and Alerts: the system can send an email with a system event, contact closure, or when a Routine has been activated just to name a few
- aa. Supervised Station Status system can be set up to send an email when a Nyquist device goes offline
- bb. Combo Clock / Messaging Display capability for improved visual communication
- cc. Alert Filters – Allow facilities to monitor for such as weather events, earthquakes, tornados, tsunamis, volcanoes, public health, power outages, and many other National Weather Alerts emergencies and warnings
- dd. User-assignable DTMF codes for announcements
- ee. Multi-Site All Call paging allows authorized users to make normal multi-facility pages
- ff. Multi-Facility Emergency All-Call paging
- gg. Administrative Graphical User Interface or GUI that can be used by technicians or administrative personnel: CoS and Roles define who has access to what software functions.
- hh. VoIP Zone Paging Microphone Station
- ii. Push-to-Talk Microphone support

- jj. Ambient Noise Sensing - automatically adjusts paging levels as ambient noise levels change
 - kk. Tablet Based Zone Volume and Audio Distribution Control
 - ll. Scheduled Volume Levels
2. The system shall have a Routines feature that allows staff to activate via Admin Web UI, dial string, panic button, Admin phone with touch interface or Secure API. A Routine can automatically launch a procedure, or sequence of actions, that the C4000 system executes because of an input trigger. Routines can support crisis plans for situations such as lockdown, weather events, or emergency evacuation. Routines can also be utilized in conjunction with the optional Secure API which provides third-party access to Routines, such as weapons detection or earthquake alert applications. The Webhook-POST action provides feedback with the remote system triggering the API.
 3. The system must be capable of being configured for a SIP Tie-Trunk (or a SIP Tie-Line) Functions like a SIP trunk but serving as an IP-based interconnection between Nyquist C4000 and a local (premises-based) or hosted IP-PBX. Systems that don't offer a SIP Tie-Trunk shall not be considered an equivalent system.
 4. Direct Inward Station Access or DISA allows administrator or first responder or emergency personnel with proper login codes to call into the system from outside the facility into any station, zone, or entire facility with customer supplied SIP enabled Telephone Network. DISA is designed to allow remote monitoring, Facility All-Call or Zone Paging, and two-way conversation from outside the facility.
 5. Authorized staff can use the Admin Web UI to configure the Clock/Messaging Display function. They can use it to create messages that will display on monitors connected to the plenum-rated Intercom Modules with HDMI 1.3 (max. 1920 x 1080 @ 24/30 Hz) output or the NQ-GA10PV devices in a selected zone, multiple zones, or to specific stations. When creating the message, users can set several options, including when and how long the messages are displayed, priority of messages, and the appearance of the messages. The schedule programming allows the event names to be displayed analog or digital clock along with day and date on an NQ-GA10PV Display. Messages can be removed from the message queue either manually or via a Routine.
 6. The ADA requires that title II entities (State and local governments) and title III entities (businesses and nonprofit organizations that serve the public) communicate effectively with people who have communication disabilities. The goal is to ensure that communication with people with these disabilities is equally effective as communication with people without disabilities. The Bogen Nyquist C4000 helps people who have vision disabilities with clear audio paging, messaging, and hearing disabilities with visual messaging to any display to assist in communicating.
 7. Optional Interactive Facility Maps capability which is intuitive to use. Simply click on an area of the GUI to initiate an intercom call, page, or drill to another map level. The

interactive Facility Maps can be configured to allow calling and paging to other facilities that includes remote facility paging / calling or multi-facility paging. Systems that don't have provisions for this are not considered equal.

8. In the event of a wide area network or WAN outage every facility must be capable of operating standalone and allow for all features listed within this specification to work. *Systems that rely on the WAN to operate shall not be considered for comparison in this bid.*
9. Optional Automatic Failover Capability - The failover process, once configured, will automatically occur if the primary server fails. The failure may be an internal error that is detected by the primary server itself, or it may be a catastrophic failure, such as a hardware failure, where the secondary server loses contact with the primary and assumes the Master role. Automatic Failover can occur for the following hardware and software reasons.

Hardware Failures:

- a. Catastrophic server failure causing server to no longer power up or boot
- b. Loss of power
- c. Damaged Ethernet hardware (NIC)
- d. Damaged RAM
- e. Ethernet cable no longer supplying network connection (e.g., cable pulled out, cable damaged, failed network switch, network switch isolated from network, etc.)
- f. Catastrophic SSD failure

Software Failures:

- a. Catastrophic software failure that prevents system from booting
 - b. Operating System failure (becomes unresponsive or reboots)
 - c. Repeated Operating System service failures (e.g., web server, database server, DHCP server, etc.)
 - e. Repeated Nyquist service failures (Communication service, Device Monitor, Queue Manager)
 - g. System becomes unresponsive, due to software issue
 - h. Disk full, resulting in software failures
 - i. System Update being performed on Primary server (this is a normal cause of failover, though it's not really a failure.)
10. In the event of a Nyquist server non-Automatic Failover or network failure all amplifiers and VoIP speakers will retain a 72-Hour Backup Tone Schedule, further reinforcing redundancy in the system.

11. The C4000 system has a Disable Audio feature that can be activated via contact closure from a fire alarm or security system, Admin Web UI, dial string, panic button, secure API or with an Admin or staff phone touch interface. When the C4000 has its Audio Disabled the follow features are disabled: programmed or manually activated audio distribution, Zone Paging, Emergency and normal announcement files, All-Call Paging, all manual tones, scheduled event audio or tones. Optionally the system can disable Emergency All-Call and Intercom calling if desired by the end-user. Systems that don't provide these capabilities shall not be considered equivalent.
12. Optional password protection for multi-site emergency all-call, multi-site all-call, facility page, emergency all-call page, all-call page, emergency announcement, announcement, facility announcement, facility emergency announcement, zone paging, alarm tones, and tone are used to prevent unauthorized use of the system.
13. Text-to-Speech option allows Admin Web UI users to add custom announcements into the system by simply typing the text that you want converted to speech for this announcement. The system will then generate a .wav file that can be used by the C4000 system. Systems that don't offer Text-to-Speech options shall not be equivalent.
14. Installation Wizards are available for installers to reduce the setup time on major components in the system programming. Included wizards are as follows: Customer Information, Dialing Length, Station, User, Time Zone, Network Time Server, and Zones as a minimum.

1.03 SUBMITTALS

- A. Specification sheets on all items including cable types.
- B. Outline drawing of system control cabinet showing relative position of all major components.
- C. Shop drawings, detailing integrated electronic communications network system including, but not limited to, the following:
 1. Station wiring arrangement
 2. Equipment cabinet detail drawing
- D. Wiring diagrams showing typical connections for all equipment

1.04 QUALITY ASSURANCE

- A. All items of equipment shall be designed by the manufacturer to function as a complete system and shall be accompanied by the manufacturer's complete service notes and drawings detailing all interconnections.
- B. The contractor shall be an established communications and electronics contractor that maintains a locally run and operated business and has done so for at least 10 years. The contractor shall be a duly authorized distributor of the equipment supplied with full manufacturer's warranty privileges.
- C. The contractor shall show satisfactory evidence, upon request, that he or she maintains a fully equipped service organization capable of furnishing adequate inspection and service to the system. The contractor shall maintain at his or her facility the necessary spare parts in the proper proportion as recommended by the manufacturer to maintain and service the equipment being supplied.

1.05 SINGLE SOURCE RESPONSIBILITY

- A. Except where specifically noted otherwise, all equipment supplied shall be the standard product of a single manufacturer of known reputation and a minimum of 30 years of experience in the industry. The supplying contractor shall have attended the manufacturer's installation and service training classes. A certificate of this training shall be provided with the contractor's submittal.

1.06 SAFETY / COMPLIANCE TESTING

- A. The communications system and its components shall, where applicable, bear the label of a Nationally Recognized Testing Laboratory (NRTL), such as Environmental Technology Laboratory (ETL), and shall be listed by their re-examination service. All work must be completed in strict accordance with all applicable electrical codes, under the direction of a qualified and factory-approved contractor, and with the approval of the owner.

1.07 IN-SERVICE TRAINING

- A. The contractor shall provide a minimum of four hours of in-service training with this system. These sessions shall be broken into segments, which will facilitate the training of individuals in the operation of this system including Admin Web UI Dashboard operation, Scheduling, and Audio Distribution as a minimum. Operation manuals shall be provided at the time of this training.

1.08 WIRING

- A. System wiring and equipment installation shall be in accordance with generally accepted engineering best practices as established by the EIA and the NEC. Wiring shall meet all state and local electrical codes. All wiring shall be tested to be free from grounds and shorts.
- B. All system wiring shall be labeled at both ends of the cable. All labeling shall be based on the zone numbers as indicated in this package.
- C. Wiring shall be done per manufacturer's recommendation depending on speaker type.

1.09 PROTECTION

- A. The contractor shall provide all necessary transient protection on the AC power feed and on all station lines leaving or entering the building.
- B. The contractor shall note on their system drawings, the type and location of these protection devices and all wiring information. Such devices are not to be installed above the ceiling.

1.10 SERVICE AND MAINTENANCE

- A. The contractor shall, at the owner's request, make available a service contract offering continuing factory authorized service of this system after the initial hardware and software warranty periods.
- B. System shall include a software maintenance period that includes bug fixes and new feature releases for a period of two years from date of system license activation. In addition, the contractor shall provide at the owner's request additional maintenance contracts that are available as three-year extensions. The contractor shall provide a response time to calls received by customers within five (5) business days.
- C. The system manufacturer shall maintain engineering and service departments capable of rendering advice regarding installation and final adjustment of the system.

1.11 WARRANTY

- A. The Bogen Nyquist hardware products identified in this specification shall be warranted to be free from defects in materials and workmanship for five (5) years from the date of sale to the original purchaser.

- B. The Bogen Nyquist software products identified in this specification are warranted to be free from defects in material and workmanship for ninety (90) days from the date of sale to the original purchaser.

PART 2 - SYSTEM SPECIFICATION

2.01 MANUFACTURERS

- A. Manufacturers, subject to compliance with requirements specifications, provide the following system:
 - 1. Bogen C4000 Series is a software-based solution for commercial paging and audio distribution applications manufactured by Bogen Communications LLC.
- B. The specifying authority states there are **no** alternative systems allowed for this request.
- C. The functions and features specified are vital to the operation of this facility; therefore, inclusion in the list of acceptable manufacturers does not release the contractor from strict compliance with the requirements of this specification.

2.02 EQUIPMENT

- A. Nyquist NQ-SYSCTRL System Controller.
 - 1. Configuration and management via a Web-based Graphical User Interface (GUI)
 - 2. Wizard-based setup for quick system configuration
 - 3. Remote access from any PC/MAC, tablet, or mobile device
 - 4. Continuous monitoring of stations and appliances to ensure system operation
 - 5. Dual network adapters to allow the System Controller to operate on two separate networks
 - 6. Embedded DHCP Server Option
 - 7. Automatic Failover option
 - 8. Music automatically added to music library and playlist from USB port
 - 9. Network-based audio that can be sourced (input) from any number of Nyquist appliances (NQ-P0100, NQ-A2xxx-G2, NQ-A4xxx-G2, NQ-PAxxx, NQ-GA400P, etc.)
 - 10. Ample storage for music files, recorded announcements, and call recordings
 - 11. G722 and OPUS audio codec support to deliver superior HD audio quality
 - 12. Convection air-cooled, fan-less design for quiet, maintenance-free operation
 - 13. Wall and shelf mounting hardware included, and rack mount brackets sold separately
- B. Nyquist NQ-E7010 Input/Output Controller.

1. PoE IEEE 802.3af Compliant
2. 8 x Dry Contact Closure Inputs
3. 8 x Relay Driver Outputs (Open-Collector)
4. USB 2.0 host port, Type-A connector (future use)
5. Software programmable configuration and operation including Contact Type, Extension, Name, Close Interval, Actions (911, Audio, Alarm, Announcement, All-Call, Multi-Site-Emergency-All-Call, Emergency-Call, Emergency-All-Call, Hourly, Audio-Disabled, No Action, Page, Tone, Enable-Audio and Manual), Action ID, Zones, Close Extension, Dashboard Type, Dashboard Title, Dashboard Scope, Dashboard Text, Dashboard Style, Email and Routines
6. Wall and shelf mounting hardware included, and rack mount brackets sold separately

C. Nyquist NQ-GA10P Plenum-Rated VoIP Intercom Module.

1. PoE IEEE 802.3af Compliant
2. Low-impedance (8-ohm) speaker output. Designed for use with Drop-In Ceiling Speaker CSD2X2U-V2 and other Bogen 8-ohm speaker models
3. Network-based audio output (paging, intercom, audio distribution)
4. Talkback support
5. Alternate configurations include:
 - a. Push-to-Talk Microphone that can be routed anywhere over Bogen's Nyquist network
 - b. Ambient Noise Sensor connection for Amplifier volume output control
6. DSP-based noise rejection and voice bandwidth optimization
7. Web-based configuration
8. Digital Call Switch (Bogen NQ-E7020) and Analog Call Switch support (Bogen CA17, or equivalent)
9. Audio Active Control SPDT Relay Output Rated at 2A
10. In-wall, in-ceiling, shelf, or device mountable UL 2043 plenum-rated package
11. Integrated slotted mounting flanges designed to mount to CSD2X2U-V2 2X2 drop-in ceiling speaker
12. Available PS4815W 48VDC External Power Supply when PoE switched network port isn't available

D. Nyquist NQ-GA10PV Plenum-Rated VoIP Intercom Module with HDMI Clock/Messaging Display.

1. HDMI 1.3 (max. 1920 x 1080 @ 24/30 Hz) output that can be configured many ways:
 - a. Analog Clock with Messaging
 - b. Digital Clock with Messaging
 - c. Single Column Messaging
 - d. Two Column Messaging
 - e. Three Column Messaging
 - f. Priority Fullscreen Messaging

2. PoE IEEE 802.3af Compliant
3. Low-impedance (8-ohm) speaker output. Designed for use with Drop-In Ceiling Speaker CSD2X2L/U and other Bogen speaker models
4. Network-based audio output (paging, intercom, audio distribution)
5. Talkback support
6. Alternate configurations include:
 - a. Push-to-Talk Microphone that can be routed anywhere over Bogen's Nyquist network
 - b. Ambient Noise Sensor connection for Amplifier volume output control
7. DSP-based noise rejection and voice bandwidth optimization
8. Web-based configuration
9. Analog Call Switch support (Bogen CA17, or equivalent)
10. Digital Call Switch support (Bogen NQ-E7020)
11. Audio Active Control SPDT Relay Output Rated at 2A
12. In-wall, in-ceiling, shelf, or device mountable UL 2043 plenum-rated package
13. Integrated slotted mounting flanges designed to mount to CSD2X2U-V2 2X2 drop-in ceiling speaker
14. Available PS4815W 48VDC External Power Supply when PoE isn't available

E. NQ-ZPMS Zone Paging Microphone Station.

1. 10.1" 1280x800 color display with backlight
2. Touch screen display for one touch operation
3. 112 one-touch DSS keys, user-definable
4. HD audio on speaker and handset
5. Wideband Codec: G.722
6. Full-duplex Acoustic Echo Cancellor (AEC)
7. PoE IEEE 802.3af Compliant
8. Built-in Wi-Fi - 2.4GHz, 802.11 b/g/n - 5GHz, 802.11 a/n/ac
9. Headset with EHS support
10. Dual Gigabit Ethernet ports
11. Desk Mountable

F. NQ-T1100 VoIP Admin Phone Color Touch Display (aka Admin Station).

1. 7" 800 x 480-pixel color display with backlight
2. Touch screen display for one touch operation
3. Full-duplex hands-free speakerphone with AEC
4. Call hold
5. Mute
6. Redial, call return, auto answer
7. PoE IEEE 802.3af Compliant
8. Headset with EHS support

- 9. Dual Gigabit Ethernet ports
 - 10. Desk Mountable
 - 11. Optional Wall mount available
- G. Optional third-party equipment support Telephony interface device(s) for FXO/FXS analog port connectivity.
- 1. Third-party gateway hardware support includes:
 - a. 2 port FXS gateway Cisco ATA192-3PW-K9
 - b. One FXS port and one FXO port Hybrid ATA Grandstream HT813 typically used for analog interface to existing PBX CO port support

2.03 COMPONENTS AND DESCRIPTIONS

- A. The Bogen C4000 Series is a software-based solution for commercial paging, audio distribution, and sound masking applications that demand a high degree of scalability and flexibility.
- B. Nyquist NQ-E7010 Input/Output Controller
- 1. The Nyquist NQ-E7010 I/O Controller is designed to accept contact closure inputs and activate open-collector outputs to drive relay coils. These inputs and outputs are used to trigger events or to be triggered by an event or Routine within the Nyquist system.
 - a. PoE Class-1; IEEE 802.3af compliant with Optional 48VDC 15W power supply
 - b. Eight Dry Contact Closure Inputs that can be used with Fire Alarm Override Relays, external event triggers (for example, Lockdown Buttons, etc.)
 - c. Eight Relay Driver Outputs (Open-Collector) for use with Clock Correction (Sync Pulse), response to contact closure inputs, etc.
 - d. USB 2.0 host port, Type-A connector (future use)
 - e. Two (2) x RGB full spectrum LED Power and Status indicators
 - 2. The Nyquist NQ-E7010 I/O Controller shall support wall or shelf-mounting options and shall include the required mounting bracket hardware.
- C. Nyquist NQ-GA10P 10W Plenum-rated Intercom Modules
- 1. The Nyquist based plenum-rated VoIP intercom module shall be a model NQ-GA10P rated at 10 watts RMS and shall utilize UL 2043 plenum-rated packaging. The intercom module shall be capable of being powered by either 802.3af compliant Power-over-Ethernet (PoE) switch, PoE injector, or model PS4815W 48 - 56VDC .3A (5.5mm x 2.1mm Barrel Jack) power supply when PoE isn't available.

2. The intercom module shall provide a frequency response @ 1 Watt 20-20 kHz +/- 0.25 dB at rated power. Distortion shall be less than 0.03%. The intercom module shall contain one control relay output SPDT Rated 2A; NC (Normally Closed); Common; NO (Normally Open); and G (Ground).
 3. The intercom module shall be capable of supporting Digital Call Switch(es) model NQ-E7020 and/or CA-15C or CA-21B analog call switches. The intercom module shall provide support for a Bogen DDU250 Push-to-Talk microphone. Intercom modules that don't provide Push-to-Talk microphone support shall not be considered equal. The amplifier shall employ convection air cooling. Amplifiers that require fans for cooling shall not be considered equal.
- D. The Nyquist Zone Paging Microphone Station (Model NQ-ZPMS) includes both a telephone handset and a flexible gooseneck microphone. The PoE powered station has a large 10.1" color touchscreen that shows the time and date when in an idle state and displays station numbers along with the call-in priority of staff stations that are calling in when defined as the Admin Phone for those staff stations. The NQ-ZPMS services a wide variety of Nyquist applications including high zone-count facilities (e.g., transportation hubs, etc.), or wherever a lot of zone paging occurs to facilities where a flexible microphone station is desired. Capabilities are determined by station CoS programming, and some of the CoS options include Zone Paging, All-Call Paging, Emergency All-Call Paging, alarm signals, audio files, and external functions such as initiating routines. The 112 one-touch DSS keys are easy to program directly on the device or by using the station programming within the Nyquist UI. The NQ-ZPMS includes a stand with two adjustable angles of 40 and 50 degrees. Systems that do not provide these capabilities as a minimum shall not be considered equal.
- E. The Nyquist VoIP Admin Phone (NQ-T1100) with Color Touch display panel shall show the time and date along with station numbers, and the call-in priority of staff stations that are calling in. Depending upon the system CoS programming, a VoIP Admin Phone can display menus to activate Zone Paging, All-Call Paging, Emergency All-Call Paging, alarm signals, audio files, and external functions. The Admin phone has two RJ-45 Gigabit Ethernet ports, one for connection to a PoE port on the LAN and one passthrough for connecting a PC or other networked device. The phone can be desk or wall mountable with included bracket. Systems that do not provide these capabilities as a minimum will not be considered equal.
1. The Nyquist Admin Station display panel shall show the time of day and day of week, the event schedule, and the station numbers and call-in priority of staff stations that are calling in. Depending upon the system programming, an Admin Station shall display menus to activate Zone Paging, All-Call Paging, Emergency All-Call Paging, Multi-Facility All-Call paging, alarm signals, and external functions.
 2. The Admin Station shall display the station that calls 911. This allows front-office administrators to direct emergency personnel to the correct physical location in the building when they arrive. If a system is not connected to outside phone lines, then 911

calls can be routed to a designated station within the facility. The system shall automatically record all 911 calls made from any station. The 911 call recording shall begin as soon as 911 is dialed and continue until the call is terminated. Recorded calls shall be maintained on the system for later playback review and/or retrieval by authorized personnel and/or authorities. Systems that do not provide this feature will not be deemed equal.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine conditions, with the installer present, for compliance with requirements and other conditions affecting the performance of the Nyquist C4000 Series IP-Based Intercom and Audio Distribution System.
- B. Do not proceed until unsatisfactory conditions have been corrected.

3.02 EQUIPMENT MANUFACTURER'S REPRESENTATIVE

- A. All work described herein to be done by the contractor shall be provided by a documented factory authorized representative of the basic line of equipment to be utilized.

3.03 DIVISION OF WORK

- A. While all work included under this specification is the complete responsibility of the contractor, the following division of actual work listed shall occur:
- B. The conduit, outlets, terminal cabinets, etc., which form part of the rough-in work, shall be furnished, and installed completely by the contractor, or sub-contractor.
- C. The balance of the system, including installation of speakers and equipment, making all connections, etc., shall be performed by the contractor. The entire responsibility of the system, its operation, function, testing and complete maintenance for one year after final acceptance of the project by the owner, shall also be the responsibility of the contractor.

3.04 INSTALLATION

- A. The installation, adjustment, testing, and final connection of all conduits, wiring, boxes, cabinets, etc., shall conform to local electrical requirements and shall be sized and installed in accordance with the manufacturer's approved shop drawings.

- B. Low-voltage wiring may be run exposed above ceiling areas where they are easily accessible.
- C. The contractor shall install the new system components at the location shown on the plans.
- D. Admin / Staff VoIP phones can be desk or wall mounted.
- E. Zone Paging Microphone Station is only desk mountable
- F. Speaker and telephone lines run above ceiling and not in conduit shall be tie-wrapped to a ceiling joist with a maximum spacing of 8' between supports. No wires shall be laid on top of ceiling tile.
- G. Plugs disconnect: All major equipment components shall be fully pluggable by means of multi-pin receptacles and matching plugs to provide ease of maintenance and service.
- H. Protection of cables: Cables within terminal cabinets, equipment racks, etc., shall be grouped and bundled (harnessed) to type and laced with No. 12 cord waxed linen lacing twine or T and B wire-ties, or hook and loop cable management. Edge protection material shall be installed on edges of holes, lips of ducts, or any other point where cables or harnesses cross a metallic edge.
- I. Cable identification: Cable conductors shall be color-coded, and individual cables shall be individually identified. Each cable identification shall have a unique number located approximately 1-1/2" from cable connection at both ends of cable. Numbers shall be approximately 1/4" in height. These unique numbers shall appear on the As-Built Drawings.
- J. Shielding: Cable shielding shall be capable of being connected to common ground at point of lowest audio level and shall be free from ground at any other point. Cable shields shall be terminated in the same manner as conductors.
- K. Provide complete "in service" instructions of system operation to facility personnel.

3.05 GROUNDING

- A. The contractor shall provide equipment grounding connections for Integrated Telecommunications/Time/Audio/Media System as indicated. Tighten connections to comply with tightening torques specified in UL Standard 486A to ensure permanent and effective grounds.
- B. The contractor shall provide ground equipment, conductor, and cable shields to eliminate shock hazard and to minimize the greatest extent possible, ground loops, common mode returns, noise pickup, cross talk, and other impairments.

- C. The contractor shall provide all necessary transient protection on the AC power feed and on all station lines leaving or entering the building.
- D. The contractor shall note in their drawings the type and locations of these protection devices and all wiring information.
- E. The contractor shall furnish and install a dedicated, isolated earth ground from the central equipment rack and bond to the incoming electrical service ground buss bar.

4.01 DOCUMENTATION

- A. Provide the following directly to the Supervisor of Technology Services.
 - 1. One printed copy of all field programming for all components in system
 - 2. One copy of all diagnostic software with a copy of field programming data for each unit
One copy of all field wiring runs, location, and end designation of system

MetraPark PA System

Bid Sheet

Use this bid sheet to provide bid information. Please place this bid sheet and your bid bond on top of any other items submitted.

Vendor: _____

Bid Amount: \$ _____

Written Amount: _____

Warranty Details: _____

Expected Completion Date: _____

CHECK LIST

Please be sure you have completed the following prior to submitting your bid.

1. Read and understand the specifications.
2. Made yourself familiar with any State laws that pertain to the bid
3. Asked and received any answers to any questions regarding the bid procedure, specifications or general information.
4. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

- END OF IFB -

B.O.C.C. Regular

1. b.

Meeting Date: 01/20/2026

Title: Change Order #2 - Contract Design - Ostlund Building Furniture

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #2 - Contract Design - Ostlund Building Furniture

BACKGROUND:

The Finance Department is requesting Commissioners' approval for a change order with Contract Design to add additional furniture for the 1st floor breakroom and for reconfiguring the workstations in the Clerk & Recorder's office. The additional cost is \$4,527.70, which would bring the total contract value to \$176,028.16.

RECOMMENDED ACTION:

Approve change order and return a copy to Finance.

Attachments

Contract Design Change Order #2




Missoula
1330 West Broadway
Missoula, MT 59802
406.926.3313

Bozeman
300 Andrea Drive
Belgrade, MT 59714
406.220.8200

Billings
401 Foote Street
Billings, MT 59101
406.220.8200

4th Floor Reconfiguration and 1st Floor Break Room


LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
4th Floor					
1		2	FDR.42 42"H Draw Rod, Power Pole/Wall Start/Gallery Panel	\$9.12	\$18.24
2		4	FHPPCK.36 Power Panel Conversion Kit, 36"W Base Finish CW BASE: Cloud White	\$121.54	\$486.16
3		2	FHCPK.90 90 Degree Power Festoon 23", 4 Circuit	\$37.56	\$75.12
4		2	FHCPK.1 Pass-Through Festoon 23", 4 Circuit	\$37.56	\$75.12
5		1	FHCPE.47 47"H Ceiling POWER Entry, Internal Direct Connect, 4 Circuit Base Finish CW BASE: Cloud White Finish CW FINISH: Cloud White	\$291.10	\$291.10
6		1	FREIGHT FRIANT FREIGHT	\$152.44	\$152.44


LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
7		1	INSTALL Receive Deliver, Install, Reconfigure Workstations and Store	\$1,320.00	\$1,320.00

4th Floor Subtotal \$2,418.18

BREAK ROOM

8		8	1181.FT2.PS.PB.ARO Sprout Wire Rod Stacking Chair, Plastic Seat, Plastic Back, Armless Frame Finish FC1 Black Frame Glide Option Selection CGRF Clear Glides w/ Felt Plastic Shell Color Selection SC8 Slate Packaging Options AC Fully Assembled in Carton	\$115.99	\$927.92
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9		2	3271.TBT4.TS3636 Parallon Tabletop, X-Base, 36" Square Laminate Grade Selection GR2 Grade 2 Laminate Grade 2 Laminate Finishes TL50 Neo Walnut Edge Profile TE5 Flat Edge	\$265.86	\$531.72
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10		2	3272.TBT4.TS3636TH29 Parallon Base, X-Base, For 36" Square Tabletop, 29" Height Base Finish Selection BF03 Black Foot Style Option LS18 Fixed / Glides	\$170.30	\$340.60
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11		1	INSTALL Installation Services	\$264.00	\$264.00
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BREAK ROOM Subtotal \$2,064.24

Z_MGCF

12		1	MGCF MGCF	\$45.28	\$45.28
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Z_MGCF Subtotal \$45.28

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
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Subtotal

\$4,527.70

GRAND TOTAL

\$4,527.70

PRICING IS VALID FOR 5 BUSINESS DAYS.

APPROVED BY: _____ DATE: _____

2026 General Terms & Conditions of Sale

1. Upon Buyer's written acceptance of the furniture listed in Attachment I (Proposal), the order shall be deemed accepted and non-cancelable; provided, the order shall be as set forth in the Furniture Proposal of Contract Design Mountain West, LLC. All sales are final, except as set forth herein.
2. Title to the goods listed in Attachment I (Proposal) shall remain with Contract Design Mountain West, LLC until Buyer pays the obligation in full. Buyer agrees not to sell, encumber, or remove the same goods from the county in which it was delivered prior to full payment, without written approval of Contract Design Mountain West, LLC.
3. Risk of loss and responsibility for damages shall pass to Buyer upon inspection and acceptance of the goods delivered to Buyer's specified location.
4. Contract Design Mountain West, LLC reserves the right to make partial deliveries and to invoice accordingly and, Buyer agrees to pay invoices for partial shipments.
5. All payments shall be made to Contract Design Mountain West, LLC at 1330 West Broadway / Missoula, MT 59802 unless Contract Design Mountain West, LLC designates an alternate location.
6. After Buyer's written acceptance of the Furniture Proposal of Contract Design Mountain West, LLC, should Buyer not be able to accept delivery of the goods covered under this contract within 10 business days of arrival at Contract Design Mountain West, LLC warehouse or a designated receiving location, Contract Design Mountain West, LLC shall invoice for the goods as well as storage and handling costs, and Buyer agrees to pay such charges. Installation charges will be withheld until completed.
7. Every effort will be made to effect shipment within the agreed timeframe, however, Contract Design Mountain West, LLC assumes no liability for delay due to causes beyond our reasonable control.
8. In the event Buyer accepts the installation services set forth in the Furniture Proposal of Contract Design Mountain West, LLC, the following provisions apply:
 - a. The job site must be clean, clear, and free of debris prior to installation.
 - b. Electric current, heat, and elevator service shall be provided to Contract Design Mountain West, LLC without charges to Contract Design Mountain West, LLC.
 - c. Equipment delivered to the job site as scheduled shall be inspected and accepted by the Buyer. Buyer shall be responsible for security and safeguarding the goods from the time of delivery to the job site.
 - d. Buyer shall be responsible for removal of all computers, structured cabling, personal effects, and copy machines from the work area prior to Contract Design Mountain West, LLC beginning installation services.
 - e. Electrical connections are not considered part of the installation; however, these may be provided at Buyer's request for an additional charge; otherwise, Buyer must provide an electrician.
 - f. 48 hours (business hours) notice is required to cancel or reschedule an installation. If a cancellation or a request to reschedule an installation is made in less than 48 hours, the Buyer will incur a fee. The fee is based on the project manpower and time to complete the installation.

Installation services are based upon use of Contract Design Mountain West, LLC personnel. Normal working hours are Monday through Friday 8:30 a.m. until 5:00 p.m., unless otherwise arranged. If installation is performed after normal hours, on weekends, or on normal holidays, *at Buyer's request*, or if union labor is required, additional charges will be passed on to the Buyer.
9. All invoices from Contract Design Mountain West, LLC carry net 10-day terms. Contract Design Mountain West, LLC reserves the right to assess, and Buyer agrees to pay interest charges at 1.5% per month (18% per annum) on all unpaid balances past 30 days. **Payments made by credit card for materials or services exceeding \$3000 per order will incur a 3% processing fee.**
10. Contract Design Mountain West, LLC reserves the right to suspend deliveries to Buyer unless Buyer's account is current.
11. In addition to the Buyer's Request for Proposals for Furniture Procurement and Installation Services and the Furniture Proposal of Contract Design Mountain West, LLC, the terms and conditions stated herein record and complete an Entire Agreement between the parties. Any terms and conditions stated on purchase orders, acknowledgements, or other documents submitted by either party or between parties govern only price, quantity, and description of the items and services ordered or acknowledged thereon. No change in this contract can be made or become effective unless it is in the form of a written amendment to this agreement. In the event of a dispute under this agreement or the transaction(s) it describes, the prevailing party to such dispute shall be entitled to recover from the losing party the prevailing party's attorney fees and costs of suit or representation, including fees and costs on appeal. The venue of any legal action shall be Missoula County, Montana. Montana law shall apply to all legal actions.

B.O.C.C. Regular

2. a.

Meeting Date: 01/20/2026

Title: 2026 RSID Chip Seal Contract and Award

Submitted For: Logan McIsaac

Submitted By: Logan McIsaac

TOPIC:

Notice of Award and Contract with Hardrives Construction, Inc. for the 2026 County Wide RSID Chip Seal

BACKGROUND:

After reviewing bids, a recommendation of award was made for Hardrives Construction, Inc. The award amount is \$1,319,942.22

RECOMMENDED ACTION:

Approve award of the contract

Attachments

Notice of Award

Hardrives Contract

Yellowstone County
Finance Department

Notice of Award

Date of Issuance: January 20, 2026

Solicitation Title: 2026 County Wide RSID Chip Seal

Solicitation Close Date: December 15, 2025

Bidder: Hardrives Construction, Inc.

Bidder's Address: 2908 S. 64th Street West, Billings, MT 59106

This document shall serve as notifications that Hardrives Construction, Inc. is the successful bidder for the 2026 County Wide RSID Chip Seal for the base sum of \$1,319,942.22. A formal contract will follow this document.

B.O.C.C. Regular

Agenda Item 17. a.

Meeting Date: 01/20/2026

Title: 2026 RSID Chip Seal Contract and Award

Submitted For: Logan McIsaac

Submitted By: Logan McIsaac

TOPIC:

Notice of Award and Contract with Hardrives Construction, Inc. for the 2026 County Wide RSID Chip Seal

BACKGROUND:

After reviewing bids, a recommendation of award was made for Hardrives Construction, Inc. The award amount is \$1,319,942.22

RECOMMENDED ACTION:

Approve award of the contract

Attachments

Notice of Award

Hardrives Contract

**Yellowstone County
Finance Department**

Notice of Award

Date of Issuance: January 20, 2026

Solicitation Title: 2026 County Wide RSID Chip Seal

Solicitation Close Date: December 15, 2025

Bidder: Hardrives Construction, Inc.

Bidder's Address: 2908 S. 64th Street West, Billings, MT 59106

This document shall serve as notifications that Hardrives Constrction, Inc. is the successful bidder for the 2026 County Wide RSID Chip Seal for the base sum of \$1,319,942.22. A formal contract will follow this document.

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Hardrives Construction, Inc., herein referred to as "CONTRACTOR", whose address is 2908 S. 64th Street West, Billings, MT 59106.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**

County wide RSID Chip Seal and Crack Seal project.

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.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$1,319,942.22. 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. CONTRACTOR's proposal dated, December 15, 2025
3. 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.

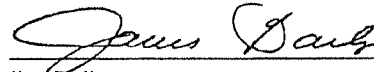
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective January 20, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Hardrives Construction, Inc.
2908 S. 64th Street West
Billings, MT 59106

Mark Morse, Chair
Board of County Commissioners



Jim Bailey
President

ATTEST:

Jeff Martin, Clerk and Recorder



HARDCON-03

DJANGHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 979004 HUB International Mountain States Limited 3545 Gabel Road Unit 3 Billings, MT 59102		CONTACT Jodi Sprauer PHONE (A/C, No, Ext): (406) 532-3883 FAX (A/C, No): (406) 652-7838 E-MAIL ADDRESS: jodi.sprauer@hubinternational.com		
INSURED Hardrives Construction, Inc. PO Box 2535 Billings, MT 59103		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Travelers Property Casualty Company of America		25674
		INSURER B :		
		INSURER C :		
		INSURER D :		
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-6J086610-25-26-G	7/1/2025	7/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: County wide RSID Chip Seal and Crack Seal project.

Excluded proprietor/partner/executive office/member - Jim Bailey (President), Stephanie Bailey (Vice President)

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County
316 N. 26th Street
Room 3201
Billings, MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



HARDCON-03

DJANGHEL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 979004 HUB International Mountain States Limited 3545 Gabel Road Unit 3 Billings, MT 59102	CONTACT NAME: Jodi Sprauer PHONE (A/C, No, Ext): (406) 532-3883 E-MAIL ADDRESS: jodi.sprauer@hubinternational.com FAX (A/C, No): (406) 652-7838
INSURED Hardrives Construction, Inc. PO Box 2535 Billings, MT 59103	INSURER(S) AFFORDING COVERAGE INSURER A: Travelers Property Casualty Company of America INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
	NAIC # 25674

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	UB-6J086610-25-26-G	7/1/2025	7/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: County wide RSID Chip Seal and Crack Seal project.
Excluded proprietor/partner/executive office/member - Jim Bailey (President), Stephanie Bailey (Vice President)

CERTIFICATE HOLDER

CANCELLATION

Yellowstone County
316 N. 26th Street
Room 3201
Billings, MT 59101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

EXHIBIT A

INVITATION TO BID YELLOWSTONE COUNTY, MONTANA 2026 RSID CHIP SEAL AND CRACK SEAL PROJECT

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids for chip sealing approximately 26 miles of County roadway and other associated items including crack sealing. This project includes roads in Rural Special Improvement Districts (RSID). A list of the roads and / or subdivisions to be chip sealed and crack sealed are as follows:

- RSID 661 – Fischer Sub
- RSID 660 – Sticka Sub
- RSID 675 – Oak Ridge Estates Sub
- RSID 787 – Oak Ridge Estates Sub, Phase II
- RSID 773 – West Meadows Sub
- RSID 715 – Tanglewood Lake Estates Sub
- RSID 786 – Grizzly Creek Sub
- RSID 653 – High Point Sub
- RSID 663 – Montana Meadows Sub
- RSID 804 – Montana Meadows Sub Phase 2
- RSID 785 – Riverview Estates Sub Area
- RSID 672 – R.F. Development Properties Sub
- RSID 677 – Titan Sub, Amended
- RSID 574 – Emerald Hills Westgate Sub
- RSID 752 – Emerald Hills Sub Forest Hills Drive
- RSID 839 – Emerald Hills Drive
- RSID 855 – Emerald Hills Sub
- RSID 795 – T Bar J Sub
- RSID 833 – Silver Fox
- RSID 776 – Pryor Creek Estates Sub

Specifications for “CRACK SEAL” and “CHIP SEAL” are attached. Maps showing the roads to be crack sealed and chip sealed are available at the Yellowstone County Public Works office.

All bids must be labeled ‘2026 Chip Seal and Crack Seal Project’ and mailed in triplicate (1 original and 2 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the third floor of City Hall, 316 N 26th Street, Billings, MT 59101, to be received no later than 3:00 p.m. November 17, 2025. All bids received by this time and date will be opened and read aloud at 9:00 a.m. November 18, 2025 in the Commissioners Board Room, Room 3108 of City Hall, 316 N 26th Street. Bids received after the aforementioned time and date will not be considered. No bid may be withdrawn after the scheduled time for receipt of the bids.

All bids must include a Bid Bond in favor of Yellowstone County in an amount equal to ten percent (10%) of the total Bid. The security may consist of cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security. All bonds of the unsuccessful bidders will be returned within 10 days of the signing of a contract with the successful bidder.

No bid may be withdrawn prior to sixty (60) days after the scheduled time for receipt of the bids.

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process.

The successful bidder will be required to provide the County with a performance bond and labor and materials payment bond, both in 100% of the contract amount, within ten days of the execution of the contract and prior to starting any work on the project.

All Montana laws pertaining to resident bidders, both state and county, will be adhered to if applicable.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages. Those directives are as follows:

(1) the contractor and any subcontractors are required to pay the standard prevailing wage rate, including fringe benefits, for each job classification as stated in the current prevailing wage rate schedules. This information is included in the four prevailing wage rate schedules that are being provided to each bidder as part of this bid package. The current schedules are also available at the State of Montana web-site <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/>. It is the responsibility of the contractors to obtain and use the applicable Wage Rate Schedules.

(2) each contractor and subcontractor is required to maintain payroll records in a manner readily capable of being certified for submission under statute 18-2-423, for not less than 3 years after the contractor's and subcontractor's completion of work on the project;

(3) each contractor is required to post a statement of all wages and fringe benefits in compliance with statute 18-2-423.

Statute 18-2-423 is as follows: If a complaint is filed with the department alleging noncompliance with 18-2-422, the department may require the project to submit to it certified copies of the payroll records

for workers employed on that project. A contractor or a subcontractor shall pay employees receiving an hourly wage on a weekly basis. If a wage violation complaint is filed with the department, the contractor or subcontractor shall provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

The successful bidder will be required to give preference to the employment of bona fide Montana residents in the performance of the work on this project.

All state laws pertaining to Resident Bidders, both State and County will be adhered to if applicable.

A 5% retainage fee will be withheld from all progress payments made to the successful bidder. The fee will be returned to the contractor upon completion of the project and acceptance of the project by the County. The successful bidder will be required to pay the State of Montana a sum equal to 1% of the gross receipts from the public contract. The County will withhold this amount and forward it to the State of Montana.

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, 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. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications 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 persons performing under the contract.

The Board of County Commissioners reserves the right to reject any or all bids received, to waive informalities to evaluate the bids submitted, and to accept the bid that best serves the interests of Yellowstone County. Yellowstone County intends to award all work to one (1) contractor. It is the intention of the County to undertake and complete all portions of this project in 2026 but if that is not possible either because of weather, funding, or availability of materials; the lowest bid submitted for the overall project will considered first. A preconstruction meeting will be held after bid opening and prior to the County giving Contractor the Notice to Proceed.

B.O.C.C. Regular

2. b.

Meeting Date: 01/20/2026

Title: Right of Way Agreement Ronald W. and John A. Staley - 48th and Central

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Right of Way Agreement Ronald and John Staley - 48th and Central

BACKGROUND:

Right of Way Agreement documents to facilitate intersection improvements at 48th and Central. Total compensation \$21,150.00

RECOMMENDED ACTION:

Approve.

Attachments

Agreement

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
3	6+00 RT (Central Ave)	11+65 RT (Central Ave)	Portion of W1/2NW1/4	10	1S	25E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

Ronald W. Staley
7700 Fritz Road
Laurel, MT 59044

John A. Staley
1100 Gabriel Drive
Cheyenne, WY 82009

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Grantor and Grantee or a designated representative. Grantee will record the easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors agree that they will execute the Public Road and Utility and Temporary Construction Easements required by the County as referenced herein.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

2. **COMPENSATION FOR LAND AND IMPROVEMENTS** (list acreage and improvements to be acquired.)

Public Road and Utility Easement
2,896 sq.ft. x \$7.50 per sq.ft. x 95% =

\$20,634.00



Clear Route

3. OTHER COMPENSATION

Temporary Construction Easement 17,950 sq.ft. Lump Sum	\$500.00
Cost to Cure	\$0.00
Rounding	\$16.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$21,150.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$21,150.00 to Ronald W. Staley, 7700 Fritz Road, Laurel, MT 59044 and John A. Staley, 1100 Gabriel Drive, Cheyenne, WY 82009, split evenly between both grantors with separate checks (\$10,575.00 each). The undersigned owners of the premises herein described, hereby agree the split payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. Each payment will be mailed to each respective grantor noted above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

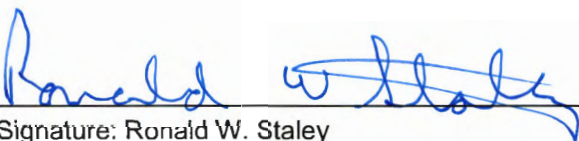
A. Station 6+30 to Station 11+75 (Central Ave) Temporary Construction Easement RT

It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

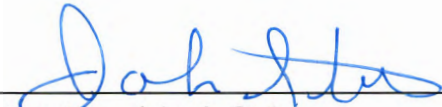
7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the County of Yellowstone, Montana and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide the County with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize the County to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.


Signature: Ronald W. Staley

12/16/2025
Date

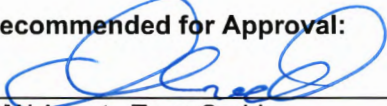


Signature: John A. Staley

12 - 23 - 25

Date

Recommended for Approval:



R/W Agent: Tony Gaddo

Clear Route Real Estate

1/6/26

Date

Approved for and on Behalf of the County

Name:

Date

Title:

Attest

Name:

Date

Title:



R/W Agreement Figure 1

(1) Current Project Information

PROJECT NO.: 21001.14

PARCEL NO.: 3

PROJECT NAME: Central and 48th Intersection

(2) RECORD OWNER: Ronald W. Staley and John A. Staley



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibits for detail.

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

PUBLIC ROAD AND UTILITY EASEMENT

Ronald W. Staley, whose address is 7700 Fritz Road, Laurel, MT 59044, and **John A. Staley**, whose address is 1100 Gabriel Drive, Cheyenne, WY 82009, the GRANTORS, in consideration of One and No/100 – Dollars and other and valuable consideration, in hand paid, conveys and grants to the **County of Yellowstone, Montana**, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a perpetual, full and unrestricted public road and utility easement and right-of-way, in, over, under, along, through, and across the following described real property located in Yellowstone County, Montana:

Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, Section 10: W1/2NW1/4, EXCEPTING therefrom the following 8 tracts of land: 1. That part conveyed to the Shiloh Drainage District by Right of Way Deed recorded June 5, 1929, in Book 148, Page 138, under Document #238202, records of Yellowstone County, Montana; 2. Certificate of Survey No. 2142; 3. Certificate of Survey No. 2142 Amended; 4. Amended Tract 1 of Certificate of Survey No. 2142 Amended; 5. Certificate of Survey No. 2715; 6. Certificate of Survey No. 2719; 7. Certificate of Survey No. 3844; 8. Clearwater Estates Subdivision.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

All improvements installed within the easement by GRANTEE are the property of the GRANTEE, and removeable at its option. The failure of GRANTEE to exercise any of its rights

GRANTOR

DATED this 23 day of December, 2025.

WY

Wyoming

STATE OF Wyoming)
County of Laramie) :ss
Wheatstone)

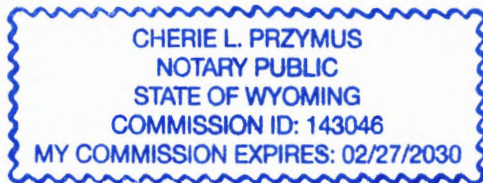
By: John A. Staley

John A. Staley
Grantor

On this 23 day of December, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John A. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



Cherie L. Przymus
Notary Public for the State of Wyoming
Cherie L. Przymus
(Printed Name)
Residing at Cheyenne WY
My Commission expires 02 / 27 / 2030

granted herein shall not be construed as a wavier of abandonment of the right.

GRANTORS hereby covenant with GRANTEE that GRANTORS have good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession of the easement; and shall have a free and unrestricted right to access and maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public way.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTORS, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTORS.

GRANTOR

DATED this 16th day of December, 2025.

By: Ronald W Staley
Ronald W. Staley
Grantor

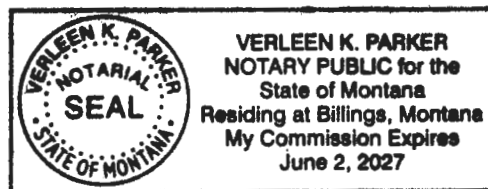
STATE OF Montana)
):ss
County of Yellowstone)

On this 16th day of December, 2025, before me the undersigned, a Notary Public for the State of Montana, personally appeared Ronald W. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

Verleen K. Parker
Notary Public for the State of Montana
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027

(SEAL)



ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Public Road and Utility Easement and hereby accepts the property interest conveyed through this instrument.

**COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS**

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

EXHIBIT A

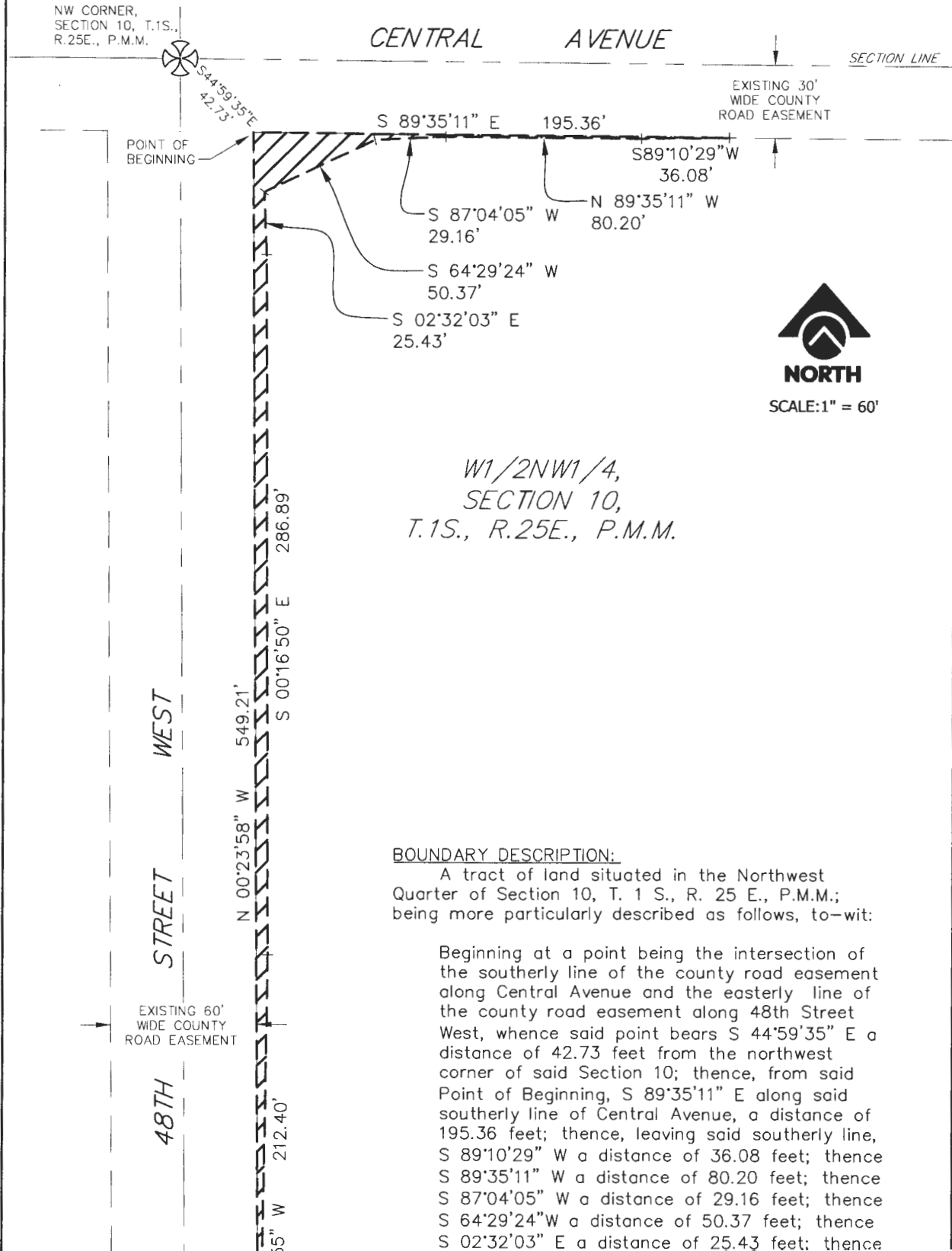
EASEMENT WITHIN W1/2NW1/4, SECTION 10,
T.1S., R.25E., P.M.M.

PREPARED FOR : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

BILLINGS, MONTANA



RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

TEMPORARY CONSTRUCTION EASEMENT

Ronald W. Staley, whose address is 7700 Fritz Road, Laurel, MT 59044, and John A. Staley, whose address is 1100 Gabriel Drive, Cheyenne, WY 82009, the GRANTORS, in consideration of \$1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to the County of Yellowstone, Montana, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a temporary construction easement, in, through, and across a strip of land situated in Yellowstone County, Montana, to be located on the following described real property: Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana, Section 10: W1/2NW1/4, EXCEPTING therefrom the following 8 tracts of land: 1. That part conveyed to the Shiloh Drainage District by Right of Way Deed recorded June 5, 1929, in Book 148, Page 138, under Document #238202, records of Yellowstone County, Montana; 2. Certificate of Survey No. 2142; 3. Certificate of Survey No. 2142 Amended; 4. Amended Tract 1 of Certificate of Survey No. 2142 Amended; 5. Certificate of Survey No. 2715; 6. Certificate of Survey No. 2719; 7. Certificate of Survey No. 3844; 8. Clearwater Estates Subdivision.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTORS represent that the GRANTOR possess the real property described above and that the GRANTORS have the authority to grant an easement thereon.

Both GRANTORS and GRANTEE agree that the GRANTEE will perpetuate access to GRANTOR'S irrigation ditches located in this Temporary Construction Easement from May 1

through September 30 with diversion points located at the approval of the GRANTORS.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the parties hereto.

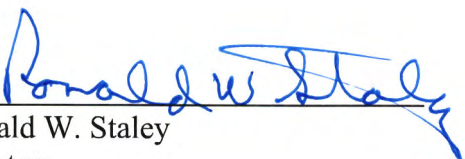
Upon completion of the project for which access is hereby provided, the GRANTEE shall restore the property as nearly as possible to its original condition. The GRANTEE agrees to hold GRANTORS harmless from any and all liability that may result or arise from the exercise of the rights granted hereby.

GRANTORS hereby covenant with GRANTEE that GRANTORS have good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession thereof and use thereof during the period of this Temporary Construction Easement. This Temporary Easement is in effect for a period beginning the 1st day of construction on the property, and ending two (2) years later, at which time this easement shall expire and be of no force and effect.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTORS, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTORS.

GRANTOR

DATED this 16 day of Dec., 2020

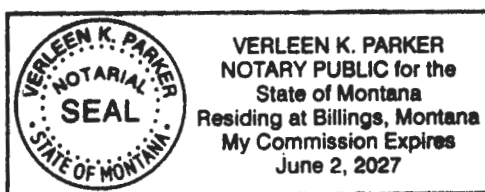
By: 
Ronald W. Staley
Grantor

STATE OF Montana)
) :ss
County of Yellowstone)

On this 16th day of December, 20 25, before me the undersigned, a Notary Public for the State of Montana, personally appeared Ronald W. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

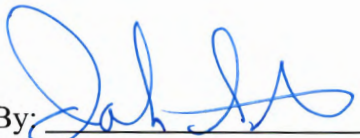
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



Verleen K. Parker
Notary Public for the State of
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027
DATED this 16th day of December, 20 25.

GRANTOR

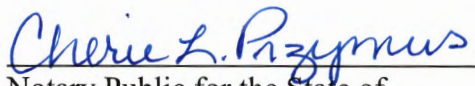
By: 
John A. Staley
Grantor

STATE OF Wyoming)
) :ss
County of Laramie)

On this 23 day of December, 2025, before me the undersigned, a Notary Public for the State of Wyoming, personally appeared John A. Staley, known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)


Notary Public for the State of
Cherie L. Przymus
(Printed Name)
Residing at Cheyenne WY
My Commission expires 02 / 27 / 2030

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Temporary Construction Easement and hereby accepts the property interest conveyed through this instrument.

COUNTY OF YELLOWSTONE, MONTANA BOARD OF COUNTY COMMISSIONERS

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

EXHIBIT A

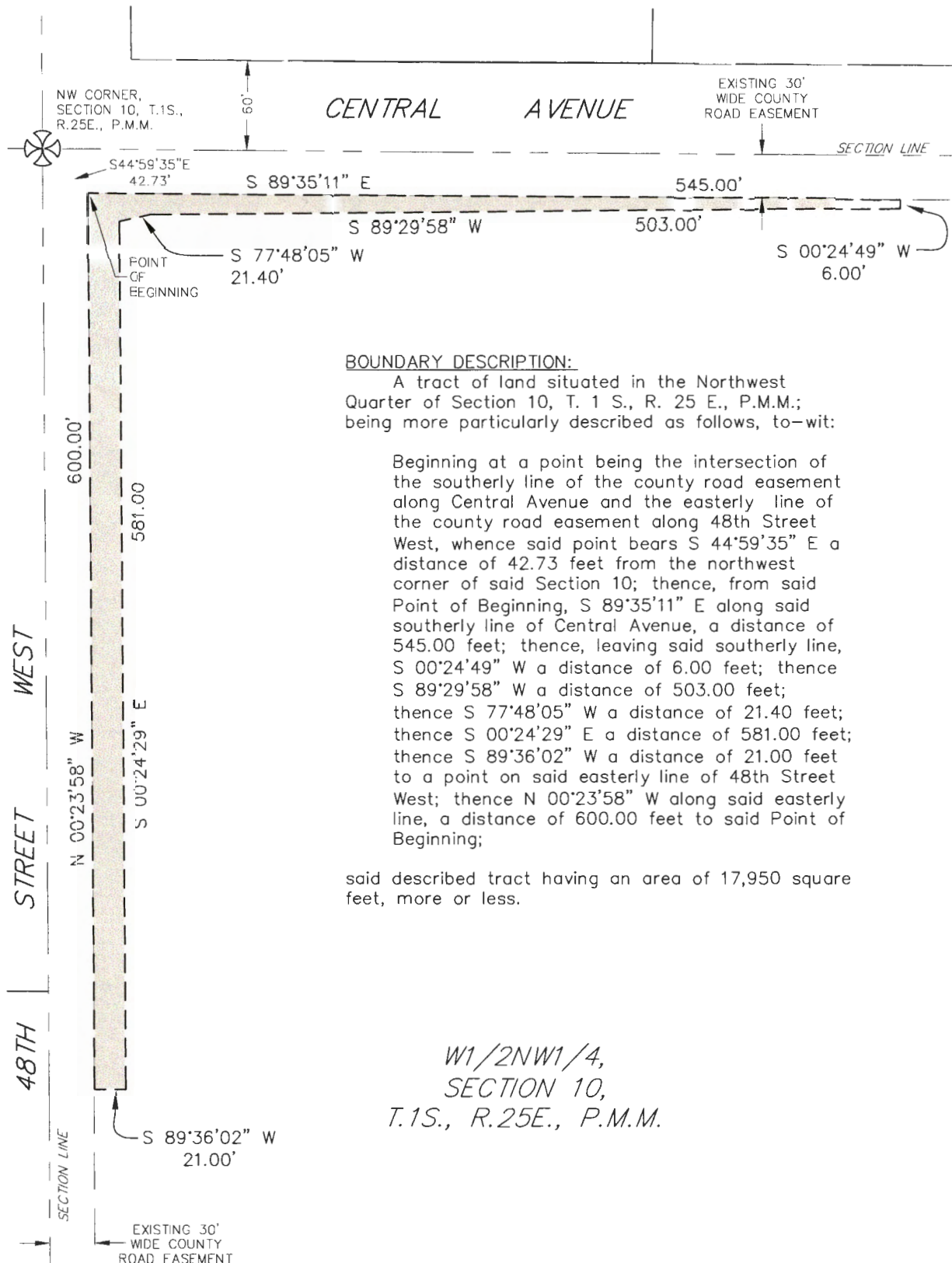
CONSTRUCTION EASEMENT WITHIN W1/2NW1/4, SECTION 10, T.1S., R.25E., P.M.M.

PREPARED FOR : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

BILLINGS, MONTANA



Waiver Valuation

(revised)

(1) Current Project Information

PROJECT NO.: 21001.14

PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 3

(2) RECORD OWNER: Ronald W. Staley

ADDRESS: 7700 Fritz Road

CITY, STATE, ZIP Laurel, MT 59044

RECORD OWNER: John A. Staley

ADDRESS: 1100 Gabriel Drive

CITY, STATE, ZIP Cheyenne, WY 82009



Date Taken: 7/14/25
Taken From: Southeast corner of intersection
Remarks: Field with irrigation

Taken By: Tony Gaddo
Facing: northeast

(3) **LARGER PARCEL SIZE & LAND VALUE CLASSIFICATION:**

The subject property is comprised of one legal tract of land with a total size of 47.363 acres.

(4) **LAND VALUE ANALYSIS (State data source and/or reference sales used in support of the valuation:**

The subject property has been valued as if raw, vacant land that is available for the highest and best use. The data for the subject property and comparable sales was verified by an external field inspection and desk review. This is a simplified valuation report, and as such, contains summary discussions of the data, reasoning and analysis that were used to develop the opinion of value.

The subject property's current use is as rural agricultural land that includes irrigation ditch improvements both above and below ground. The subject property is zoned as A (Agriculture 10+ Acres) in Yellowstone County, a district to provide for a wide range typically of agricultural activities including crop and animal sales and service, while also allowing for limited commercial operations including community residential facilities, retirement homes, larger places of assembly/entertainment, hospice facilities, adult and child care facilities, campgrounds and RV parks (Yellowstone County Zoning Code Article 27-1000 Uses and Use Standards, Section 27-1002.C - Table 27-1000.1). The surrounding area consists of neighboring single and multi-family homes, agricultural operations, religious institutions, businesses, and proposed developments.

Consideration and review of currently available planning studies that included the subject property was completed as part of the comparable property analysis at the request of the County to consider the likely future land uses post-development/based on current land use planning efforts. The West Billings Plan (2001) discusses expanded zoning ordinances that should include commercial nodes of varying size at the intersections of arterial streets (West Billings Plan, Planned Growth Goal 1, PG1.A.4). Both Central Avenue and S. 48th St. W. are classified as major arterials by The Functional Classification Map adopted by the Billings Metropolitan Planning Organization as part of the Long Range Transportation Plan.

Given the information and plans noted above, the highest and best use as it pertains to being legally permissible, physically possible, financially feasible, and maximally productive is commercial.

This valuation includes comparable sales that reflect the anticipated future land uses of the subject property following development, consistent with applicable land use plans in place by Yellowstone County and the City of Billings, Montana as detailed above.

The Sales Comparison approach was utilized to determine the land value of the subject property. The Sales Comparison approach is recognized as the most appropriate and reliable method for estimating the value of land such as the subject property. Research of the local real estate market was conducted to document recent sales information for properties similar to the subject property. The comparable sales information utilized to develop the opinion of value of raw, vacant land similar to the subject property is detailed below:

Comp. Parcel #	Subject	1	2	3
MLS #	--	Crexi Listing	291999	303895
Property Address	TBD 48th St West Billings, MT	S 48 th St W Billings, MT	Parcel 4A 56 th W Billings, MT	6200 Grand Ave Billings, MT
Zoning Authority	County	City	County	City
Zoning	Agricultural (10+ac)	Planned Develop.	Unzoned	General Commercial
Current Use	Rural Agricultural	Vacant Commercial	Commercial - Storage Units	Commercial - Storage Units
Date of Sale	--	Current Listing	3/16/2020	9/2/2020
Sales Price	--	\$4,427,000	\$1,000,000	\$519,000
Size (acres)	47.363	11.390	10.020	5.210
Indicated \$/sq.ft.	--	\$8.92	\$6.25 ¹	\$5.70 ¹

¹ Adjusted for current real estate market conditions

The comparable sales data ranged from \$6.25 per sq.ft. to \$8.92 per sq.ft. The average value of the three comparable parcels is \$6.96 per sq.ft. Comparable property characteristics were compared to the subject property as detailed below:

- Access: the subject property has similar access to Comparables 1 and 3, most similar to Comparable 1 which is also located adjacent to S. 48th St. W. Comparable 2 has access to arterial and interstate roads. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Location: the subject property is located on the west end of Billings, most similar to Comparables 1 and 3. Comparable 2 is further removed from the subject, adjacent to Interstate 90.
- Size: the subject property exhibits a larger size than the three comparable properties, most similar to Comparable 1. The subject property is considered inferior for the total acreage.
- Shape: the subject property is rectangular in shape, most similar to Comparable 1. Comparable 2 has an irregular shape and Comparable 2 is triangular. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Utilities: the subject property is not connected to public utility services currently, similar to Comparables 2 and 3. Comparable 1 has access to City of Billings water and sewer (City GIS). However, the subject property and comparable 3 are both in close proximity to existing facilities with master plans showing future utility improvements will be constructed.
- Zoning: the subject property is zoned agricultural while Comparables 1 and 3 incorporate commercial zoning and Comparable 2 is unzoned in the County. Zoning allowances for limited commercial applications in agricultural zoning are allowed within City/County zoning codes as detailed above in Section 4 of this report.
- Market Conditions: Comparable 1 is a current real estate listing that has been on the market since February 2024. Land sales information was limited for similar properties to the subject property for the last 6-12 months for the Billings area, requiring additional market research--additional comparable property data was reviewed beyond 12 months. Comparables 2 and 3 were last sold in 2020. The adjusted price per square foot included for Comparables 2 and 3 represent significant increases in commercial real estate market prices from 2020 to 2025, estimated to be 20% per year for tracts of raw vacant commercial land (Montana Department of Revenue, Median Property Value Changes, Commercial Property Values).

Given all the factors contained in this valuation, the indicated market value of the subject property is estimated to be \$7.50 per sq.ft. for unencumbered vacant land with similar property characteristics as just compensation for the acquisition of vacant land in fee.

Easements grant specific rights on a piece of land to another entity for specific uses, but do not transfer title of the land. Compensation for easement interests is determined as a percentage of the fee value (100% acquisition value) based on the level to which the acquired interest limits/encumbers the use of the property by the owner. For easements, the owner retains little use of the impacted land and is valued at 95% of the fee value.

(5) VALUE OF IMPROVEMENTS (including on-premise signs):

N/A

Personal property not considered realty in acquisition,
easement, or construction permit

☐ Yes

☐ No

If Yes, please describe: N/A

(6) VALUATION:

Compensation for land & improvements:

Land:

Fee Simple

sq.ft. x \$0.00 per sq.ft. = \$0.00

Easements (Public Road and Utility Easement)

2,896 sq.ft. x \$7.50 per sq.ft. x 95% = \$20,634.00

Improvements (inclusive of site improvements);

N/A \$0.00

Fixtures & personal property (considered realty):

N/A \$0.00



Subtotal of Land & Improvements \$20,634.00

Other compensation:

Temporary Construction Easement:

Lump Sum \$500.00

Cost to cure: \$0.00
N/A

Subtotal of Other Compensation \$500.00

Total Compensation: \$21,134.00

Compensation (Minimum Payment or Rounded): \$21,150.00

TOTAL COMPENSATION¹ \$21,150.00

¹ Rounded to nearest \$50 increment.
\$500 minimum with permanent easements.

(7) LESSEES INTEREST: N/A
LESSORS INTEREST: N/A

(8) I CERTIFY THAT:
- In the preparation of this valuation assignment, I have personally inspected this property and have no present or contemplated future interest herein; that the compensation to me for this valuation service is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

RECOMMENDED FOR APPROVAL

Preparer Name

Date of Report

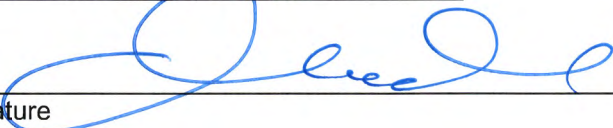
Place of Signature (City, State)

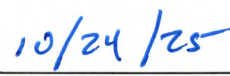
Tony Gaddo, Clear Route Real Estate
Senior R/W Consultant

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025

Signature 


Date

APPROVED FOR AND ON BEHALF OF THE COUNTY OF YELLOWSTONE, MONTANA

Date

Place of Signature (City, State)

Name:
Title:

Signature

Date

File No.: 1197886

Flying S Title and Escrow of Montana, Inc.

Printed: 01/09/2026, 1:39 PM

Officer/Escrow Officer: Tammy Shovar/ts

Settlement Location:

3533 Gabel Rd, Billings, MT 59102

3533 Gabel Rd • Billings, MT 59102
 Phone: (406)248-7877 Fax: (714)481-8827
Final Settlement Statement



Property Address: Easement Within W1/2NW1/4, Sec 10, T 1S, R 25E, Billings, MT 59106

Short Legal Info: C/S 2142 Amd Tr 1 Amd

Buyer: County of Yellowstone, Montana

Address: P.O. Box 35024, Billings, MT 59107

Seller: Ronald W. Staley; John A. Staley

Lender:

Settlement Date: 01/16/2026

Disbursement Date: 01/16/2026

Description	Buyer	
	Debit	Credit
Financial		
Sale Price	21,150.00	
Title Charges & Escrow / Settlement Charges		
Policy-Owner's Policy to Flying S Title and Escrow of Montana, Inc.	212.00	
Settlement or Closing Fee to Flying S Title and Escrow of Montana, Inc.	1,200.00	
Processing & Handling Fee Sale - Buyer to Flying S Title and Escrow of Montana, Inc.	40.00	
Processing & Handling Fee Sale - Seller to Flying S Title and Escrow of Montana, Inc.	40.00	
Government Recording and Transfer Charges		
Recording Fee-Miscellaneous Public Road and Utility Easement	70.00	
e-document filing fee to Flying S Title and Escrow of Montana Inc	10.00	
Recording Fee-Miscellaneous Temporary Construction Easement	80.00	
Subtotals	22,802.00	0.00
Due From Buyer		22,802.00
Totals	22,802.00	22,802.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Flying S Title and Escrow of Montana, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer(s):

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____

Name: Chris White

Title: Member

By: _____

Name: Mark Morse

Title: Member

By: _____

Name: Mike Waters

Title: Member

Escrow Officer: Tammy Shovar



ESCROW CLOSING INSTRUCTIONS PURCHASE

File No.: **1197886**

Escrow Officer: **Tammy Shovar**

Date: 01/09/2026

In order to administer funds and documents in conjunction with the closing by and between Ronald W. Staley and John A. Staley, and County of Yellowstone, Montana, (the "parties") regarding the property located at Easement Within W1/2NW1/4, Sec 10, T 1S, R 25E, Billings, MT 59106, the parties agree and instruct as follows:

To: Flying S Title and Escrow of Montana, Inc., herein described as "you," "your," or "Settlement Agent,"

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Right-of-Way Agreement between the parties dated _____ and any addendum's dated thereafter have been either satisfied or negotiated outside of this escrow.

If a Bill of Sale for personal property or inventory is given to Flying S Title and Escrow of Montana, Inc., from the Seller as part of this transaction, Flying S Title and Escrow of Montana, Inc., is directed to deliver the same, unrecorded, to the Buyer subsequent to the close of escrow, and parties acknowledge that the Bill of Sale for the transfer of any personal property was handled outside of closing.

1. Parties hereby agree:
 - a. To execute any and all documents necessary to consummate this transaction.
 - b. To deliver good and available funds to Flying S Title and Escrow of Montana, Inc., for closing pursuant to the Settlement Statement(s), which have been examined and approved by all parties.
2. Parties hereby instruct Settlement Agent:
 - a. To prorate if applicable any: Sums due against the property such as Taxes, Rents/Security Deposits, Condo or Homeowner's Association Dues, City Water/Sewer, City/County SID's and/or any other items as instructed by said parties.
 - b. To record the following document(s): Public Road and Utility Easement/Temporary Construction Easement
 - c. To disburse funds pursuant to the Settlement Statement(s).
 - d. To issue title insurance policy or policies, from title commitment #1197886 dated 12/09/2025, which has been read and approved by the parties.

Water Rights

The parties acknowledge that Flying S Title and Escrow of Montana, Inc., is not responsible for the transfer of any water, or water rights. The parties hereby agree to hold you harmless from all liability for the failure of the transfer of water regardless of the reason or cause. If any transfer of water is consummated, it is an accommodation for the parties. The parties understand that you have not made a search of water rights to this land, and that you are not making any representations or warranties concerning said water rights.

By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

- **Loan Calculations/Payoffs**

Loan payoff amounts shown on Settlement Statement(s) were provided to Flying S Title and Escrow of Montana, Inc., by the lender(s), or escrow provider(s), which payoff statement(s) have been read and approved. Parties acknowledge that additional interest or other demands may have been added to the payoff(s) to account for potential delivery or posting delays by the lender(s). Any inaccuracies or deficiencies in the calculation of these amounts by the lender(s) or escrow provider(s) remain the responsibility of the party legally obligated therefor.

SHOULD THIS TRANSACTION CLOSE LATER THAN THE SPECIFIED CLOSING DATE, YOU ARE AUTHORIZED TO ADJUST THE PAYOFF AMOUNT AND/OR OTHER DEMANDS OR FEES TO THE EXISTING PAYOFF STATEMENT(S) AND MAKE CORRESPONDING ADJUSTMENTS FROM OUR PROCEEDS.

Forbearance Agreements

The parties hereby confirm that the payoff(s) may include any Forbearance Agreement amounts due if applicable and understand that they are responsible for all amounts due, even if the lender(s) neglected to include all funds owing in the payoff demand(s).

LINE OF CREDIT/Payoff Indemnification and Cancellation

The parties indemnify and hold the Title Company and Settlement Agent harmless from incurring any costs, additional charges or interest in advances made but not disclosed on the payoff statement(s) provided by the equity line of credit lender(s).

The parties represent that no advance on the line of credit has been made since the opening of this escrow or after receipt of the payoff statement. Upon payoff of the line of credit, Settlement Agent is instructed to request that the lender cancel the line of credit. If after receipt of payoff the parties make demands for additional funds, the parties shall deposit those funds immediately with the Title Company and authorize the Title Company to utilize those funds to effectuate the close of the line of credit.

ACKNOWLEDGEMENT OF ESCROW/SETTLEMENT AGENT SERVICES

A. **Legal or Financial Advice**

The parties acknowledge and understand that Settlement Agent is not authorized to practice law, nor does Settlement Agent give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of this escrow transaction. The parties acknowledge that no representations have been made by Settlement Agent about the legal sufficiency, legal consequences, financial effects, or tax consequences of the within escrow transaction.

B. **Preparation of Form Documents**

The parties further declare all instruments to which they are a party, if prepared by Flying S Title and Escrow of Montana, Inc., have been prepared under the direction of their attorney, agents acting on their behalf, or the party itself, at their direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at their direction or request of the parties.

C. **Personal Property Tax**

No examination or assurance as to the amount or payment of personal property taxes is required unless specifically requested.

D. **Federal Tax Reporting (1099 Forms)**

The parties acknowledge that upon the transfer of real property, Settlement Agent must provide information pertaining to the escrow transaction to the Internal Revenue Service as required by Internal Revenue Code Section §6045. The parties shall provide Settlement Agent all information necessary to produce the tax reporting documentation in compliance with Federal Law.

E. **Authorization to Supplement Information**

Flying S Title and Escrow of Montana, Inc., is authorized and instructed to insert appropriate information on any and all documents generated by this escrow, which may or may not have been previously signed by the parties herein.

GENERAL PROVISIONS

Close of Escrow

The close of escrow means the date on which instruments referred to herein are filed for record unless otherwise indicated, and recordation of any instrument delivered through this escrow, if necessary, in issuing a title insurance policy.

Deposit of Funds and Disbursements

You are authorized to close escrow and disburse upon receipt of good and available funds. All funds received in this escrow shall be deposited in one or more of your Federally Insured Escrow Trust Accounts. All disbursements shall be made by your check and/or wire transfer from your Federally Insured Escrow Trust Account.

Conflicting Demands, Disputes or Claims

Should any dispute arise between the parties, and/or any other party, concerning the property or funds involved in the transaction, the Settlement Agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute. Settlement Agent may join or commence a court action, deposit the money and documents held by Settlement Agent with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the Settlement Agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the Settlement Agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with this transaction or these instructions, whether such lawsuit is initiated by the Settlement Agent, the parties, or any other person.

Facsimiles/Electronic Document Delivery

In the event any of the parties utilize facsimile or electronically transmitted documents, the parties agree to accept and instruct Flying S Title and Escrow of Montana, Inc., to rely upon documents as if they bore original signatures. The parties agree to provide any such transmitted documents bearing the original signatures within 5 days of transmission. The parties acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

Right of Cancellation

These instructions are effective for fifteen (15) days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. The parties, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written instructions executed and agreed upon by all parties.

Authorization to Furnish Copies

You are authorized to furnish a copy of these instructions, amendments, Settlement Statement(s) and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to lender(s), real estate agent(s), broker(s) and/or attorney(s) involved in this transaction ("interested third parties") upon request.

The **Closing Disclosure** will not be provided to interested third parties or to an outside party. This is mandated by privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

Consumer Complaints

Any concern or complaint about the settlement services or title insurance received, please contact our compliance team at:

cfpb@titlefc.com or
Title Financial Corporation
Compliance Department
P.O. Box 580

The parties acknowledge these Escrow Closing Instructions constitute the entire agreement between the Settlement Agent and the parties. Any amendments and/or supplements to these instructions must be made in writing.

The parties acknowledge and represent they have been afforded adequate time and opportunity to read and understand these Escrow Closing Instructions and all other documents in connection with this transaction and agree to the same.

Dated: **January 16, 2026**

BUYER(S): County of Yellowstone, Montana

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____
Name: Chris White
Title: Member

By: _____
Name: Mark Morse
Title: Member

By: _____
Name: Mike Waters
Title: Member

Address:
P.O. Box 35024
Billings, MT 59107

SELLER(S): Ronald W. Staley and John A. Staley

Ronald W. Staley

John A. Staley

Address:
7700 Fritz Road
Laurel, MT 59044

1100 Gabriel Drive
Cheyenne, WI 82009

This policy applies to the following entities: Title Financial Corporation, Flying S Title and Escrow of Idaho, Inc., Flying S Title and Escrow of Montana, Inc., Flying S Title and Escrow of Wyoming, Inc., Insured Titles, and Title Financial Specialty Services.

At Title Financial Corporation, we recognize that privacy is important. This Policy applies to all websites offered by Title Financial Corporation. Title Financial Corporation adheres to the US safe harbor privacy principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access, and Enforcement.

Information We Collect and How We Use It

We offer a number of services that do not require you to register for an account or provide any personal information to us; however, in order to provide our full range of services, we may collect the following types of information:

- **Information You Provide** – When you sign up for a Title Financial Corporation service or promotion that requires registration, we ask you for personal information (such as your name, email address, and address information). For certain services, we may give you the opportunity to opt out of combining such information.
- **Log Information** – When you use Title Financial Corporation services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- **User Communications** – When you send email or other communication to Title Financial Corporation, we may retain those communications in order to process your inquiries, respond to your requests, and improve our services.
- **Other Sites** – This Privacy Policy applies to web sites and services that are owned and operated by Title Financial Corporation. We do not exercise control over the sites displayed as search results or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Title Financial Corporation only processes personal information for the purposes described in the applicable Privacy Policy and/or Privacy Notice for specific services. In addition to the above, such purposes include:

- Providing our products and services to users, including the display of customized content, and advertising.
- Auditing, research and analysis in order to maintain, protect, and improve our services.
- Ensuring the technical functioning of our network.
- Developing new services.

Choices for Personal Information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Policy and/or in the specific service notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Policy and/or in the specific service notices, unless we have obtained your prior consent.

You can decline to submit personal information to any of our services, in which case Title Financial Corporation may not be able to provide those services to you.

Information Sharing

Title Financial Corporation only shares personal information with other companies or individuals outside of Title Financial Corporation in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies, or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Title Financial Corporation,

its users or the public as required or permitted by law.

If Title Financial Corporation becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

Information Security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Title Financial Corporation employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data Integrity

Title Financial Corporation processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and Updating Personal Information

When you use Title Financial Corporation services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct, or delete users' personal information. We provide the details for these procedures in the specific privacy notices or FAQs for these services.

Enforcement

Title Financial Corporation regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns regarding this Policy or Title Financial Corporation's treatment of personal information by contacting us at cfpb@titlefc.com or by writing to us at:

Privacy Matters

Title Financial Corporation
195 S Broadway/PO Box 580
Blackfoot, ID 83221

When we receive formal written complaints at this address, it is Title Financial Corporation's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Title Financial Corporation and an individual.

Changes to This Policy

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and we will also keep prior versions of this Privacy Policy in an archive for your review.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time at cfpb@titlefc.com or by writing to us at:

Privacy Matters

Title Financial Corporation
195 S Broadway / PO Box 580
Blackfoot, ID 83221

**Positive Proof Identification
And
Notary Signature Affidavit**

State of _____

County of _____

Notary Public please complete the following:

Notary's Name: _____
(Please Print)

Address: _____

Phone: () _____

I, the above described Notary Public, hereby certify that I have checked the identification of _____, the parties/entity who have signed before me and I have attached copies of their drivers(s) license(s) or other picture identification. I have verified them to be the same parties/entity as those described in the instruments acknowledged by me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20____.

Notary Public

My Commission expires: _____

My Commission Number is: _____

Notary: Please make copy of driver's license(s), passport, state issued ID card, or military ID card and return with documents.

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Flying S Title and Escrow of Montana, Inc.
3533 Gabel Rd
Billings, MT 59102
(406)248-7877

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com




Authorized Officer or Agent

By



President

Attest



Secretary

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;[and]
- f. Schedule B, Part II-Exceptions[; and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

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ORT Form 4757 A
Schedule A

X _____
(INITIALS)

ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Montana, Inc.

Issuing Office: 3533 Gabel Rd, Billings, MT 59102

Issuing Office Phone Number: (406)248-7877

Issuing Office's ALTA ® Registry ID: 1147062

Loan ID No.:

Issuing Office Commitment/File No.: 1197886

Property Address: None Available, *Billings, MT 59106*

Revision No.: 2

SCHEDULE A

1. Commitment Date: **December 09, 2025 at 7:30 A.M.**

2. Policy to be issued: Premium Amount reflects applicable rate

a. 2021 ALTA ® Standard Owner's Policy

Proposed Insured: ~~Yellowstone County~~ *County of Yellowstone, Montana*

Proposed Amount of Insurance: **\$21,150.00**

Premium Amount \$ **212.00**

The estate or interest to be insured: **See Item 3 below**

Endorsements:

\$

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in:
Ronald W. Staley and John A. Staley

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5. The Land is described as follows:

Parcel A:

Township 1 South, Range 25 East of the Principal Montana Meridian, in Yellowstone County, Montana.

Section 10: W1/2NW1/4

EXCEPTING therefrom the following 8 tracts of land:

- 1. That part conveyed to the Shiloh Drainage District by Right of Way Deed recorded June 5, 1929, in Book 148, Page 138, under Document #238202, records of Yellowstone County, Montana.**
- 2. Certificate of Survey No. 2142**
- 3. Certificate of Survey No. 2142 Amended**
- 4. Amended Tract 1 of Certificate of Survey No. 2142 Amended**
- 5. Certificate of Survey No. 2715**
- 6. Certificate of Survey No. 2719**
- 7. Certificate of Survey No. 3844**
- 8. Clearwater Estates Subdivision**

Parcel B:

That part of NW1/4 of Section 10, Township 1 South, Range 25 East, of the Principal Montana Meridian, in Yellowstone County, Montana, described as Tract 1, of Certificate of Survey No. 2142 on file in the office of the Clerk and Recorder of said County, under Document #1236720.

EXCEPTING therefrom the following 2 tract of land:

- 1. Certificate of Survey No. 2142 Amended**
- 2. Amended Tract 1 of Certificate of Survey No. 2142 Amended**



By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.
7. We require a copy of the trust agreement and amendments to Staley Family trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.

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ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- stay
1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
 3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
 7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.

9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

10. 2025 taxes and special assessments.

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half	Status	Second Half	Status	Parcel Number	Covers
2025	\$344.37	Paid	\$344.36	Paid	D00485	Subject Land

11. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

12. Easement for irrigation ditch and matters incidental thereto granted to Thomas C. Armitage and Julia C. Armitage, recorded April 28, 1923, in Book/Roll 84, Page 191, under Document #171475.

13. Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded August 13, 1986, in Book/Roll 1294, Page 4482, under Document #1405772.

Amended Corrected Right-of-way granted to Mountain States Telephone and Telegraph Company, recorded October 1, 1986, in Book/Roll 1297, Page 677, under Document #1412326.

14. Notice of underground natural gas pipeline facilities and matters incidental thereto contained in Notice executed by Williston Basin Interstate Pipeline Company, filed January 20, 1987, under Document #1426410.

15. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by the recorded plat of Certificate of Survey No. 2142, filed August 5, 1982, as Document #1236720, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants or restrictions violate 42 USC 3604©.

16. Memorandum of Lease upon the terms, conditions and covenants contained therein:
Recorded: May 5, 2016, under Document #3775955
Lessor: Gold Creek Cellular of Montana Limited Partnership, a Colorado limited partnership d/b/a Verizon Wireless
Lessee: ATC Sequoia LLC, a Delaware limited liability company.

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May

17. Confirmatory Memorandum of Lease upon the terms, conditions and covenants contained therein:
Recorded: May 5, 2016 , under Document #3775956
Lessor: Gold Creek Cellular of Montana Limited Partnership, a Colorado limited partnership d/b/a Verizon Wireless
Lessee: Bradley W. Hardt and the Richard and Betty Hardt Living Trust, dated May 4, 2005.
18. Easement for public sanitary sewer utility and matters incidental thereto granted to The City of Billings, a municipal corporation, recorded December 19, 2023 under Document #4064786.
19. Easement for public sanitary sewer utility and matters incidental thereto granted to The City of Billings, a municipal corporation, recorded December 19, 2023 under Document #4064787.
- Re-Recorded December 29, 2023, under Document #4065363.
20. Any judgments against Yellowstone County.

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INFORMATIONAL NOTES

- A. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.
- B. In addition to standard County recording fees, an electronic filing fee of \$5.00 per document will be charged.
- C. Title Officer
Kristina Starns
kristina.starns@fste.com
(406)248-7877

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B.O.C.C. Regular

2. c.

Meeting Date: 01/20/2026

Title: Right of Way Agreement Staley Family Irrevocable Land Trust - 48th and Central

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Right of Way Agreement Staley Family Irrevocable Land Trust - 48th and Central

BACKGROUND:

Right of way documents to facilitate intersection improvements at 48th and Central. Total Compensation \$!9,450.00.

RECOMMENDED ACTION:

Approve.

Attachments

Agreement

The County of Yellowstone, Montana
(hereinafter referred to as The County of Yellowstone Montana, County, and/or Grantee)
Right-of-Way Agreement

Central and 48th Intersection

Project Name

Project No.: 21001.14

Yellowstone

Montana County

Parcel	From Station	To Station	QtrQtr, Tract, COS #, Etc.	Section	Township	Range
1	0+00 RT (Central Ave)	6+00 RT (Central Ave)	Portion of NE1/4, Tract 2-B of C.O.S. NO. 1880 Third Amended	9	1S	25E

List Names & Addresses of the Grantors
(Contract Purchaser, Contract Seller, Lessee, etc.)

Staley Family Irrevocable Land Trust
c/o Harry R. Staley, trustee
4904 Central Avenue
Billings, MT 59106

1. In consideration of the payments herein set forth and the specific agreements to be performed by the parties hereto and written in this agreement, the parties bind themselves to the terms and conditions stated herein. No verbal representations or agreements shall be binding upon either party. This agreement is effective upon execution by the Grantor and Grantee or a designated representative. Grantee will record the easement(s) as soon as possible to provide public notice of the transfer and protect the Grantee's ownership rights against future claims. Possession of the property is when payment is sent in full or when the initial payment of a multiple payment arrangement is sent, whichever comes first. Grantors certify that any encumbrances on the property are shown on this agreement. If Grantors sell their remaining property prior to the project being constructed, Grantors agree to provide the Purchaser(s) with a copy of this entire Right-of-Way Agreement and agree to make the sale of their remaining property subject to all the terms and conditions contained in this Right-of-Way Agreement. Grantors agree that they will execute the Public Road and Utility and Temporary Construction Easements required by the County as referenced herein.

Taxes and special assessments, if any, delinquent from former years, and taxes and special assessments for the current year, if due and/or payable, shall be paid by the Grantor. This Agreement embodies the whole Agreement between the parties hereto as it pertains to the real estate, and there are no promises, terms, conditions or obligations referring to the subject matter hereof, other than as contained herein. The Grantor hereby agrees that the compensation herein provided to be paid includes full compensation for their interest and the interests of their life tenants, remaindermen, reversioners, liens and lessees, and any and all other legal and equitable interest that are or may be outstanding and said Grantor agrees to discharge the same. This Agreement shall be deemed a contract extending to and binding upon the parties hereto and upon the respective heirs, devisees, executors, administrators, legal representatives, successors and assigns of the parties, only when the same shall have been approved by the County on behalf of the Board of County Commissioners of Yellowstone County, Montana.

2. **COMPENSATION FOR LAND AND IMPROVEMENTS** (list acreage and improvements to be acquired.)

Public Road and Utility Easement
2,655 sq.ft. x \$7.50 per sq.ft. x 95% =

\$18,917.00



3. OTHER COMPENSATION

Temporary Construction Easement	
27,102 sq.ft.	\$500.00
Lump Sum	
Cost to Cure	\$0.00
Rounding	\$33.00

4. TOTAL COMPENSATION (includes all damages to the remainder): \$19,450.00

5. IT IS UNDERSTOOD AND AGREED THE COUNTY SHALL MAKE PAYMENTS AS FOLLOWS:

The undersigned grantors hereby authorize and instruct The County of Yellowstone, Montana to pay the entire consideration of \$19,450.00 to the Staley Family Irrevocable Land Trust, 4904 Central Avenue, Billings, MT 9106. The undersigned owners of the premises herein described, hereby agree a single payment shall constitute full, total, and complete payment for all interest owned and to be conveyed by the undersigned in compliance with the terms of this instrument. A payment is to be mailed to the address above.

6. At no expense to the Grantor and at the time of roadway construction, permission is hereby granted the County and/or its contractors to enter upon the Grantor's land at the locations and for the purposes described as follows:

A. Station 0+00 to Station 6+00 (Central Ave) Temporary Construction Easement RT

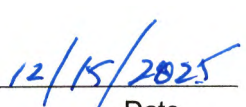
It is understood and agreed that temporary construction easements will be in effect for a period beginning the 1st day of construction on the property and will remain in effect for a period of 2 years from that date.

7. The Grantor and Grantee agree that the Grantee will coordinate construction activities on the Grantor's property with regards to irrigation activities. The Grantee agrees to restore the impacted surface and underground irrigation system back to its original condition as much as practical upon completion of the project.

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN:

Grantors' Statement: We understand that we are required by law to provide our correct taxpayer identification number(s) to the County of Yellowstone, Montana and that failing to comply may subject us to civil and criminal penalties. We agree to provide our correct taxpayer identification number(s) by submitting a completed and signed W-9 or W-8 form. We further agree to provide the County with a completed and signed W-9 or W-8 from all persons and/or entities receiving payments by assignment from us in this agreement. We further agree and authorize the County to process the payments outlined in this agreement by withholding a percentage of the payments, if required by the IRS, if we fail to submit the W-9 or W-8 forms within 30 days of signing this agreement.


 Signature: Harry R. Staley, trustee of the Staley Family Irrevocable Land Trust


 Date

Signature:

Date

Recommended for Approval:

R/W Agent: Tony Gaddo

Clear Route Real Estate

Date

1/6/26

Approved for and on Behalf of the County

Name:

Date

Title:

Attest

Name:

Date

Title:

R/W Agreement Figure 1

(1) Current Project Information

PROJECT NO.: 21001.14

PARCEL NO.: 1

PROJECT NAME: Central and 48th Intersection

(2) RECORD OWNER: Staley Family Irrevocable Land Trust



Notes: Aerial image locations are approximate and may not be exact. Refer to easement exhibits for detail.

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

PUBLIC ROAD AND UTILITY EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of One and No/100 – Dollars and other and valuable consideration, in hand paid, conveys and grants to the **County of Yellowstone, Montana**, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a perpetual, full and unrestricted public road and utility easement and right-of-way, in, over, under, along, through, and across the following described real property located in Yellowstone County, Montana:

That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

All improvements installed within the easement by GRANTEE are the property of the GRANTEE, and removeable at its option. The failure of GRANTEE to exercise any of its rights granted herein shall not be construed as a wavier of abandonment of the right.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession of the easement; and shall have a free and unrestricted right to access and maintain said facilities as long as the right-of-way of which this easement area is a part, remains a public

way.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTOR.

GRANTOR

DATED this 15th day of December, 2025.

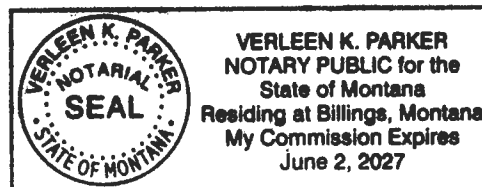
By: Harry R. Staley
Harry R. Staley, trustee of the Staley
Family Irrevocable Land Trust

STATE OF Montana)
) :ss
County of Yellowstone)

On this 15th day of December, 2025, before me the undersigned, a Notary Public for the State of Montana, personally appeared Harry R. Staley, known to me to be the trustee of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



Verleen K. Parker
Notary Public for the State of Montana
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Public Road and Utility Easement and hereby accepts the property interest conveyed through this instrument.

**COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS**

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at _____

My Commission Expires ____/____/20____

EXHIBIT A

EASEMENT WITHIN TRACT 2B, CERTIFICATE OF SURVEY No. 1880, 3RD AMEND.

PREPARED FOR : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

BILLINGS, MONTANA

said described tract having an area of 2,655 square feet, more or less.

Beginning at a point being the intersection of the southerly line of the county road easement along Central Avenue and the westerly line of the county road easement along 48th Street West, whence said point bears S 44°52'32" W a distance of 42.22 feet from the northeast corner of Section 9, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, S 00°23'58" E along said westerly line of 48th Street, a distance of 322.59 feet; thence, leaving said westerly line, N 01°25'09" W a distance of 165.09 feet; thence N 00°16'50" W a distance of 52.14 feet; thence N 05°24'57" W a distance of 69.21 feet; thence along a curve to the left with a central angle of 75°25'12", a radius of 33.00 feet, and a length of 43.44 feet (chord bears N43°36'14"W, 40.37 feet); thence N 86°35'33" W a distance of 84.33 feet; thence N 89°51'09" W a distance of 145.27 feet; thence N 89°27'45" W a distance of 107.89 feet; thence N 88°42'24" W a distance of 92.25 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 466.03 feet to said Point of Beginning;

BOUNDARY DESCRIPTION:
A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amend., on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3515300, being more particularly described as follows, to-wit:

C.O.S. 1880, 3RD AM.

TRACT 2B

SCALE: 1" = 60'



SECTION LINE
CENTRAL AVENUE
EXISTING 30' WIDE COUNTY ROAD EASEMENT

N 88°42'24" W 92.25'
S 89°51'09" E 466.03'
N 89°51'09" W 145.27'
N 86°35'33" W 84.33'

Δ=75°25'12"
R=33.00'
L=43.44'
CHORD
N43°36'14"W 40.37'

N 05°24'57" W 52.14'
N 01°25'09" W 165.09'

RETURN TO:

Yellowstone County Public Works
P.O. Box 35024
Billings, MT 59107

TEMPORARY CONSTRUCTION EASEMENT

Staley Family Irrevocable Land Trust, whose address is 4904 Central Avenue, Billings, MT 59106, the GRANTOR, in consideration of \$1.00 and for other and valuable considerations, receipt of which is acknowledged, grants to the County of Yellowstone, Montana, a political subdivision of the State of Montana, organized and existing under the laws of the State of Montana, GRANTEE, its successors and assigns, a temporary construction easement, in, through, and across a strip of land situated in Yellowstone County, Montana, to be located on the following described real property: That part of NE1/4 of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

The easement is more particularly described on the attached Exhibit A which by this reference is made a part hereof.

The GRANTOR represents that the GRANTOR possesses the real property described above and that the GRANTOR has the authority to grant an easement thereon.

Both GRANTOR and GRANTEE agree that the GRANTEE will perpetuate access to GRANTOR'S irrigation ditches located in this Temporary Construction Easement from May 1 through September 30 with diversion points located at the approval of the GRANTOR.

The terms, covenants, and provisions of this easement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors, and assigns of the

parties hereto.

Upon completion of the project for which access is hereby provided, the GRANTEE shall restore the property as nearly as possible to its original condition. The GRANTEE agrees to hold GRANTOR harmless from any and all liability that may result or arise from the exercise of the rights granted hereby.

GRANTOR hereby covenants with GRANTEE that GRANTOR has good title to the above-described tract of land and covenants that GRANTEE shall have quiet and peaceable possession thereof and use thereof during the period of this Temporary Construction Easement. This Temporary Easement is in effect for a period beginning the 1st day of construction on the property, and ending two (2) years later, at which time this easement shall expire and be of no force and effect.

The GRANTEE hereby covenants and agrees to defend and indemnify GRANTOR, its officers, directors, employees, agents and invitees and save them harmless from any and all liability, loss, costs or obligations, including, without limitation, reasonable attorneys' fees, on account of, or arising out of, any such injury or loss caused or claimed to be caused by the exercise of this easement or use of this easement, however occurring, other than those cause solely by the willful or negligent acts or omissions of the GRANTOR.

GRANTOR

DATED this 15th day of December, 2025.

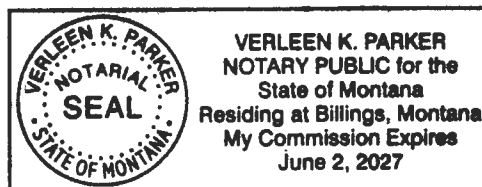
By: Harry R. Staley
Harry R. Staley, trustee of the Staley Family
Irrevocable Land Trust

STATE OF Montana)
) :ss
County of Yellowstone)

On this 15th day of December, 2025, before me the undersigned, a Notary Public for the State of Montana, personally appeared Harry R. Staley, known to me to be the trustee of the Staley Family Irrevocable Land Trust and the person whose name is subscribed to the within instrument and acknowledged to me that he executed the within instrument for and on behalf of the Staley Family Irrevocable Land Trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)



Verleen K. Parker
Notary Public for the State of Montana
Verleen K. Parker
(Printed Name)
Residing at Billings, MT
My Commission expires 6 / 2 / 2027

ACKNOWLEDGEMENT AND ACCEPTANCE OF CONVEYANCE

The Board of County Commissioners of Yellowstone County, Montana, acknowledges receipt of this Temporary Construction Easement and hereby accepts the property interest conveyed through this instrument.

**COUNTY OF YELLOWSTONE, MONTANA
BOARD OF COUNTY COMMISSIONERS**

By: Chris White
Title: Member

Date: _____

By: Mark Morse
Title: Member

Date: _____

By: Mike Waters
Title: Member

Date: _____

ATTEST:

By: Jeff Martin
Title: Clerk and Recorder

Date: _____

STATE OF MONTANA)
)ss.
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared Chris White, Mark Morse, Mike Waters, and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of the County of Yellowstone, Montana, whose names are subscribed to

the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the County of Yellowstone, Montana.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year first above written.

(SEAL)

Notary Public for the State of Montana

(Printed Name)

Residing at

My Commission Expires ____/____/20____

EXHIBIT A

CONSTRUCTION EASEMENT WITHIN TRACT 2B, CERTIFICATE OF SURVEY No. 1880, 3RD AMEND.

PREPARED FOR : STALEY FAMILY IRREVOCABLE LAND TRUST

NOVEMBER, 2025

PREPARED BY : **sanbell**

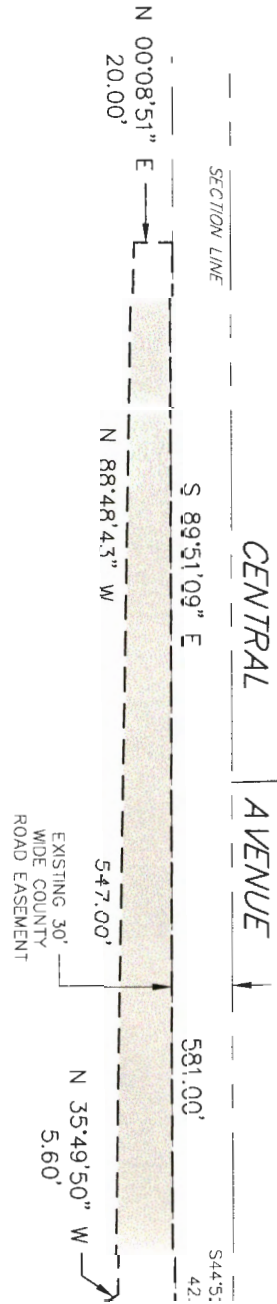
BILLINGS, MONTANA

BOUNDARY DESCRIPTION:

A tract of land situated in the northeast corner of Tract 2B of Certificate of Survey No. 1880, 3rd Amend., on file in the office of the clerk and recorder of Yellowstone County, Montana, under Document No. 3515300, being more particularly described as follows, to-wit:

Beginning at a point being the intersection of the southerly line of the county road easement along Central Avenue and the westerly line of the county road easement along 48th Street West, whence said point bears S 44°52'32" W a distance of 42.22 feet from the northeast corner of Section 9, T. 1 S., R. 25 E., P.M.M.; thence, from said Point of Beginning, S 00°23'58" E along said westerly line of 48th Street, a distance of 534.00 feet; thence, leaving said westerly line, S 89°36'02" W a distance of 18.00 feet; thence N 01°54'14" W a distance of 500.00 feet; thence N 35°49'50" W a distance of 5.60 feet; thence N 88°48'43" W a distance of 547.00 feet; thence N 00°08'51" E a distance of 20.00 feet to a point on said southerly line of Central Avenue; thence S 89°51'09" E along said southerly line, a distance of 581.00 feet to said Point of Beginning;

said described tract having an area of 27,102 square feet, more or less.



Waiver Valuation

(revised)

(1) Current Project Information

PROJECT NO.: 21001.14

PROJECT NAME: Central and 48th Intersection

PARCEL NO.: 1

(2) RECORD OWNER: Staley Family Irrevocable Land Trust

ADDRESS: 4834 Central Avenue

CITY, STATE, ZIP Billings, MT 59106

CONTRACT PURCHASER: N/A

ADDRESS:

CITY, STATE, ZIP

LESSEE OF ACQUISITION:

ADDRESS:

CITY, STATE, ZIP



Date Taken: 7/14/25
Taken From: Southwest corner
Remarks: Impacted area, irrigation

Taken By: Tony Gaddo
Facing: South along 48th

(3) **LARGER PARCEL SIZE & LAND VALUE CLASSIFICATION:**

The subject property is comprised of one legal tract of land with a total size of 10.000 acres.

(4) **LAND VALUE ANALYSIS** (State data source and/or reference sales used in support of the valuation:

The subject property has been valued as if raw, vacant land that is available for the highest and best use. The data for the subject property and comparable sales was verified by an external field inspection and desk review. This is a simplified valuation report, and as such, contains summary discussions of the data, reasoning and analysis that were used to develop the opinion of value.

The subject property's current use is as rural agricultural land that includes irrigation ditch improvements both above and below ground. The subject property is zoned as A (Agriculture 10+ Acres) in Yellowstone County, a district to provide for a wide range typically of agricultural activities including crop and animal sales and service, while also allowing for limited commercial operations including community residential facilities, retirement homes, larger places of assembly/entertainment, hospice facilities, adult and child care facilities, campgrounds and RV parks (Yellowstone County Zoning Code Article 27-1000 Uses and Use Standards, Section 27-1002.C - Table 27-1000.1). The surrounding area consists of neighboring single and multi-family homes, agricultural operations, religious institutions, businesses, and proposed developments.

Consideration and review of currently available planning studies that included the subject property was completed as part of the comparable property analysis at the request of the County to consider the likely future land uses post-development/based on current land use planning efforts. The West Billings Plan (2001) discusses expanded zoning ordinances that should include commercial nodes of varying size at the intersections of arterial streets (West Billings Plan, Planned Growth Goal 1, PG1.A.4). Both Central Avenue and S. 48th St. W. are classified as major arterials by The Functional Classification Map adopted by the Billings Metropolitan Planning Organization as part of the Long Range Transportation Plan.

Given the information and plans noted above, the highest and best use as it pertains to being legally permissible, physically possible, financially feasible, and maximally productive is commercial.

This valuation includes comparable sales that reflect the anticipated future land uses of the subject property following development, consistent with applicable land use plans in place by Yellowstone County and the City of Billings, Montana as detailed above.

The Sales Comparison approach was utilized to determine the land value of the subject property. The Sales Comparison approach is recognized as the most appropriate and reliable method for estimating the value of land such as the subject property. Research of the local real estate market was conducted to document recent sales information for properties similar to the subject property. The comparable sales information utilized to develop the opinion of value of raw, vacant land similar to the subject property is detailed below:

Comp. Parcel #	Subject	1	2	3
MLS #	--	Crexi Listing	291999	303895
Property Address	4834 Central Ave Billings, MT	S 48 th St W Billings, MT	Parcel 4A 56 th W Billings, MT	6200 Grand Ave Billings, MT
Zoning Authority	County	City	County	City
Zoning	Agricultural (10+ac)	Planned Develop.	Unzoned	General Commercial
Current Use	Rural Agricultural	Vacant Commercial	Commercial - Storage Units	Commercial - Storage Units
Date of Sale	--	Current Listing	3/16/2020	9/2/2020
Sales Price	--	\$4,427,000	\$1,000,000	\$519,000
Size (acres)	10.000	11.390	10.020	5.210
Indicated \$/sq.ft.	--	\$8.92	\$6.25 ¹	\$5.70 ¹

¹ Adjusted for current real estate market conditions

The comparable sales data ranged from \$6.25 per sq.ft. to \$8.92 per sq.ft. The average value of the three comparable parcels is \$6.96 per sq.ft. Comparable property characteristics were compared to the subject property as detailed below:

- Access: the subject property has similar access to Comparables 1 and 3, most similar to Comparable 1 which is also located adjacent to S. 48th St. W. Comparable 2 has access to arterial and interstate roads. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Location: the subject property is located on the west end of Billings, most similar to Comparables 1 and 3. Comparable 2 is further removed from the subject, adjacent to Interstate 90.
- Size: the subject property exhibits a similar size to Comparables 1 and 2 with Comparable 3 being slightly smaller. The subject property is superior to Comparable 3.
- Shape: the subject property is rectangular in shape, most similar to Comparable 1. Comparable 2 has an irregular shape and Comparable 2 is triangular. The subject property is considered inferior to Comparable 1, superior to Comparables 2 and 3.
- Utilities: the subject property is not connected to public utility services currently, similar to Comparables 2 and 3. Comparable 1 has access to City of Billings water and sewer (City GIS). However, the subject property and comparable 3 are both in close proximity to existing facilities with master plans showing future utility improvements will be constructed.
- Zoning: the subject property is zoned agricultural while Comparables 1 and 3 incorporate commercial zoning and Comparable 2 is unzoned in the County. Zoning allowances for limited commercial applications in agricultural zoning are allowed within City/County zoning codes as detailed above in Section 4 of this report.
- Market Conditions: Comparable 1 is a current real estate listing that has been on the market since February 2024. Land sales information was limited for similar properties to the subject property for the last 6-12 months for the Billings area, requiring additional market research--additional comparable property data was reviewed beyond 12 months. Comparables 2 and 3 were last sold in 2020. The adjusted price per square foot included for Comparables 2 and 3 represent significant increases in commercial real estate market prices from 2020 to 2025, estimated to be 20% per year for tracts of raw vacant commercial land (Montana Department of Revenue, Median Property Value Changes, Commercial Property Values).

Given all the factors contained in this valuation, the indicated market value of the subject property is estimated to be \$7.50 per sq.ft. for unencumbered vacant land with similar property characteristics as just compensation for the acquisition of vacant land in fee.

Easements grant specific rights on a piece of land to another entity for specific uses, but do not transfer title of the land. Compensation for easement interests is determined as a percentage of the fee value (100% acquisition value) based on the level to which the acquired interest limits/encumbers the use of the property by the owner. For easements, the owner retains little use of the impacted land and is valued at 95% of the fee value.

(5) VALUE OF IMPROVEMENTS (including on-premise signs):

N/A

Personal property not considered realty in acquisition, easement, or construction permit

☐ Yes

☐ No

If Yes, please describe: N/A

(6) VALUATION:

Compensation for land & improvements:

Land:

Fee Simple

sq.ft. x \$0.00 per sq.ft. = \$0.00

Easements (Public Road and Utility Easement)

2,655 sq.ft. x \$7.50 per sq.ft. x 95% = \$18,917.00

Improvements (inclusive of site improvements);

N/A \$0.00

Fixtures & personal property (considered realty):



N/A

\$0.00

Subtotal of Land & Improvements \$18,917.00

Other compensation:

Temporary Construction Easement:

Lump Sum

\$500.00

Cost to cure:

N/A

\$0.00

Subtotal of Other Compensation \$500.00

Total Compensation: \$19,417.00

Compensation (Minimum Payment or Rounded): \$19,450.00

TOTAL COMPENSATION¹ \$19,450.00

¹ Rounded to nearest \$50 increment.
\$500 minimum with permanent easements.

(7) LESSEES INTEREST: N/A
LESSORS INTEREST: N/A

(8) I CERTIFY THAT:

- In the preparation of this valuation assignment, I have personally inspected this property and have no present or contemplated future interest herein; that the compensation to me for this valuation service is not contingent upon my value conclusions herein set forth; and that all statements herein are true to the best of my knowledge and belief.

RECOMMENDED FOR APPROVAL

Preparer Name

Date of Report

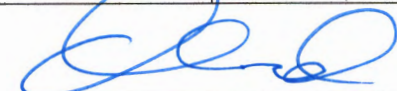
Place of Signature (City, State)

Tony Gaddo, Clear Route Real Estate
Senior R/W Consultant

October 24, 2025

Bozeman, Montana

Date of Value: October 6, 2025



Signature

10/24/25

Date

APPROVED FOR AND ON BEHALF OF THE COUNTY OF YELLOWSTONE, MONTANA

Date

Place of Signature (City, State)

Name:

Title:

Signature

Date



Clear Route

Parcel Number: 1

File No.: 1178315

Flying S Title and Escrow of Montana, Inc.

Printed: 01/09/2026, 1:48 PM

Officer/Escrow Officer: Tammy Shovar/ts

Settlement Location:

3533 Gabel Rd, Billings, MT 59102

3533 Gabel Rd • Billings, MT 59102
 Phone: (406)248-7877 Fax: (714)481-8827
 Final Settlement Statement



Property Address: Easement Within Tract 2B COS 1880, 3rd Amended, Billings, MT 59106

Short Legal Info: COS 1880 3rd AMD

Buyer: County of Yellowstone, Montana

Address: P.O. Box 35024, Billings, MT 59107

Seller: Staley Family Irrevocable Land Trust

Lender:

Settlement Date: 01/16/2026

Disbursement Date: 01/16/2026

Description	Buyer	
	Debit	Credit
Financial		
Sale Price	19,450.00	
Title Charges & Escrow / Settlement Charges		
Policy-Owner's Policy to Flying S Title and Escrow of Montana, Inc.	200.00	
Settlement or Closing Fee to Flying S Title and Escrow of Montana, Inc.	1,200.00	
Processing & Handling Fee Sale - Buyer to Flying S Title and Escrow of Montana, Inc.	40.00	
Processing & Handling Fee Sale - Seller to Flying S Title and Escrow of Montana, Inc.	40.00	
Government Recording and Transfer Charges		
Recording Fee-Miscellaneous Public Road and Utility Easement	60.00	
e-document filing fee to Flying S Title and Escrow of Montana Inc	10.00	
Recording Fee-Miscellaneous Temporary Construction Easement	70.00	
Subtotals	21,070.00	0.00
Due From Buyer		21,070.00
Totals	21,070.00	21,070.00

Acknowledgement

We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Flying S Title and Escrow of Montana, Inc. to cause the funds to be disbursed in accordance with this statement.

Buyer(s):

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____

Name: Chris White

Title: Member

By: _____

Name: Mark Morse

Title: Member

By: _____

Name: Mike Waters

Title: Member

Escrow Officer: Tammy Shovar



ESCROW CLOSING INSTRUCTIONS PURCHASE

File No.: **1178315**

Escrow Officer: **Tammy Shovar**

Date: 01/09/2026

In order to administer funds and documents in conjunction with the closing by and between Staley Family Irrevocable Land Trust, and County of Yellowstone, Montana, (the "parties") regarding the property located at Easement Within Tract 2B COS 1880, 3rd Amended, Billings, MT 59106, the parties agree and instruct as follows:

To: Flying S Title and Escrow of Montana, Inc., herein described as "you," "your," or "Settlement Agent,"

Seller(s) and Buyer(s) hereby acknowledge that all contingencies and conditions on the Right-of-Way Agreement between the parties dated _____ and any addendum's dated thereafter have been either satisfied or negotiated outside of this escrow.

If a Bill of Sale for personal property or inventory is given to Flying S Title and Escrow of Montana, Inc., from the Seller as part of this transaction, Flying S Title and Escrow of Montana, Inc., is directed to deliver the same, unrecorded, to the Buyer subsequent to the close of escrow, and parties acknowledge that the Bill of Sale for the transfer of any personal property was handled outside of closing.

1. Parties hereby agree:
 - a. To execute any and all documents necessary to consummate this transaction.
 - b. To deliver good and available funds to Flying S Title and Escrow of Montana, Inc., for closing pursuant to the Settlement Statement(s), which have been examined and approved by all parties.
2. Parties hereby instruct Settlement Agent:
 - a. To prorate if applicable any: Sums due against the property such as Taxes, Rents/Security Deposits, Condo or Homeowner's Association Dues, City Water/Sewer, City/County SID's and/or any other items as instructed by said parties.
 - b. To record the following document(s): Public Road and Utility Easement/Temporary Construction Easement
 - c. To disburse funds pursuant to the Settlement Statement(s).
 - d. To issue title insurance policy or policies, from title commitment #1178315 dated 12/09/2025, which has been read and approved by the parties.

Water Rights

The parties acknowledge that Flying S Title and Escrow of Montana, Inc., is not responsible for the transfer of any water, or water rights. The parties hereby agree to hold you harmless from all liability for the failure of the transfer of water regardless of the reason or cause. If any transfer of water is consummated, it is an accommodation for the parties. The parties understand that you have not made a search of water rights to this land, and that you are not making any representations or warranties concerning said water rights.

By Montana law, failure of the parties at closing or transfer of real property to pay the required fee to the Montana Department of Natural Resources and Conservation for updating water right ownership may result in the transferee of the property being subject to a penalty. Additionally, in the case of water rights being exempted, severed, or divided, the failure of the parties to comply with section 85-2-424, MCA, could result in a penalty against the transferee and rejection of the deed for recording.

Loan Calculations/Payoffs

Loan payoff amounts shown on Settlement Statement(s) were provided to Flying S Title and Escrow of Montana, Inc., by the lender(s), or escrow provider(s), which payoff statement(s) have been read and approved. Parties acknowledge that additional interest or other demands may have been added to the payoff(s) to account for potential delivery or posting delays by the lender(s). Any inaccuracies or deficiencies in the calculation of these amounts by the lender(s) or escrow provider(s) remain the responsibility of the party legally obligated therefor.

SHOULD THIS TRANSACTION CLOSE LATER THAN THE SPECIFIED CLOSING DATE, YOU ARE AUTHORIZED TO ADJUST THE PAYOFF AMOUNT AND/OR OTHER DEMANDS OR FEES TO THE EXISTING PAYOFF STATEMENT(S) AND MAKE CORRESPONDING ADJUSTMENTS FROM OUR PROCEEDS.

Forbearance Agreements

The parties hereby confirm that the payoff(s) may include any Forbearance Agreement amounts due if applicable and understand that they are responsible for all amounts due, even if the lender(s) neglected to include all funds owing in the payoff demand(s).

LINE OF CREDIT/Payoff Indemnification and Cancellation

The parties indemnify and hold the Title Company and Settlement Agent harmless from incurring any costs, additional charges or interest in advances made but not disclosed on the payoff statement(s) provided by the equity line of credit lender(s).

The parties represent that no advance on the line of credit has been made since the opening of this escrow or after receipt of the payoff statement. Upon payoff of the line of credit, Settlement Agent is instructed to request that the lender cancel the line of credit. If after receipt of payoff the parties make demands for additional funds, the parties shall deposit those funds immediately with the Title Company and authorize the Title Company to utilize those funds to effectuate the close of the line of credit.

ACKNOWLEDGEMENT OF ESCROW/SETTLEMENT AGENT SERVICES**A. Legal or Financial Advice**

The parties acknowledge and understand that Settlement Agent is not authorized to practice law, nor does Settlement Agent give financial advice. The parties are advised to seek legal and financial counsel and advice concerning the effect of this escrow transaction. The parties acknowledge that no representations have been made by Settlement Agent about the legal sufficiency, legal consequences, financial effects, or tax consequences of the within escrow transaction.

B. Preparation of Form Documents

The parties further declare all instruments to which they are a party, if prepared by Flying S Title and Escrow of Montana, Inc., have been prepared under the direction of their attorney, agents acting on their behalf, or the party itself, at their direction or request, and particularly declare that copying legal descriptions from title reports onto forms of deeds, etc., or reforming of legal descriptions or agreements, is or will be solely at their direction or request of the parties.

C. Personal Property Tax

No examination or assurance as to the amount or payment of personal property taxes is required unless specifically requested.

D. Federal Tax Reporting (1099 Forms)

The parties acknowledge that upon the transfer of real property, Settlement Agent must provide information pertaining to the escrow transaction to the Internal Revenue Service as required by Internal Revenue Code Section §6045. The parties shall provide Settlement Agent all information necessary to produce the tax reporting documentation in compliance with Federal Law.

E. **Authorization to Supplement Information**

Flying S Title and Escrow of Montana, Inc., is authorized and instructed to insert appropriate information on any and all documents generated by this escrow, which may or may not have been previously signed by the parties herein.

GENERAL PROVISIONS

Close of Escrow

The close of escrow means the date on which instruments referred to herein are filed for record unless otherwise indicated, and recordation of any instrument delivered through this escrow, if necessary, in issuing a title insurance policy.

Deposit of Funds and Disbursements

You are authorized to close escrow and disburse upon receipt of good and available funds. All funds received in this escrow shall be deposited in one or more of your Federally Insured Escrow Trust Accounts. All disbursements shall be made by your check and/or wire transfer from your Federally Insured Escrow Trust Account.

Conflicting Demands, Disputes or Claims

Should any dispute arise between the parties, and/or any other party, concerning the property or funds involved in the transaction, the Settlement Agent may, in its sole discretion, hold all documents and funds in their existing status pending resolution of the dispute. Settlement Agent may join or commence a court action, deposit the money and documents held by Settlement Agent with the court, and ask the court to determine the rights of the parties. Upon depositing said funds and documents with the court, the Settlement Agent shall have no further duties or responsibilities under these instructions. The parties jointly and severally agree to pay the Settlement Agent's costs, expenses and reasonable attorney's fees incurred in any lawsuit arising out of or in connection with this transaction or these instructions, whether such lawsuit is initiated by the Settlement Agent, the parties, or any other person.

Facsimiles/Electronic Document Delivery

In the event any of the parties utilize facsimile or electronically transmitted documents, the parties agree to accept and instruct Flying S Title and Escrow of Montana, Inc., to rely upon documents as if they bore original signatures. The parties agree to provide any such transmitted documents bearing the original signatures within 5 days of transmission. The parties acknowledge and agree that any documents necessary for recording may not be accepted by the County Clerk and Recorder, with facsimile or electronically transmitted signatures, thus delaying the close of escrow.

Right of Cancellation

These instructions are effective for fifteen (15) days from the date hereof; and thereafter, without written instructions to continue, you are authorized and instructed to cancel this escrow. The parties, jointly and severally, agree to pay your cancellation fee and all charges in connection therewith. In the event of cancellation of this escrow, all funds, except loan funds, shall be held subject to written instructions executed and agreed upon by all parties.

Authorization to Furnish Copies

You are authorized to furnish a copy of these instructions, amendments, Settlement Statement(s) and any other documents deposited in this escrow, except as noted in the paragraph immediately below, only to lender(s), real estate agent(s), broker(s) and/or attorney(s) involved in this transaction ("interested third parties") upon request.

The **Closing Disclosure** will not be provided to interested third parties or to an outside party. This is mandated by privacy regulations, lenders' requirements, and for the protection of NPPI (Non-Public Personal Information).

Consumer Complaints

Any concern or complaint about the settlement services or title insurance received, please contact our compliance team at:

cfpb@titlefc.com or
Title Financial Corporation
Compliance Department
P.O. Box 580

The parties acknowledge these Escrow Closing Instructions constitute the entire agreement between the Settlement Agent and the parties. Any amendments and/or supplements to these instructions must be made in writing.

The parties acknowledge and represent they have been afforded adequate time and opportunity to read and understand these Escrow Closing Instructions and all other documents in connection with this transaction and agree to the same.

Dated: **January 16, 2026**

BUYER(S): County of Yellowstone, Montana

County of Yellowstone, Montana

By: Board of County Commissioners

By: _____
Name: Chris White
Title: Member

By: _____
Name: Mark Morse
Title: Member

By: _____
Name: Mike Waters
Title: Member

Address:
P.O. Box 35024
Billings, MT 59107

SELLER(S): Staley Family Irrevocable Land Trust

Staley Family Irrevocable Land Trust

Harry R. Staley, Trustee

Address:
4904 Central Avenue
Billings, MT 59106

Privacy Policy

This policy applies to the following entities: Title Financial Corporation, Flying S Title and Escrow of Idaho, Inc., Flying S Title and Escrow of Montana, Inc., Flying S Title and Escrow of Wyoming, Inc., Insured Titles, and Title Financial Specialty Services.

At Title Financial Corporation, we recognize that privacy is important. This Policy applies to all websites offered by Title Financial Corporation. Title Financial Corporation adheres to the US safe harbor privacy principles of Notice, Choice, Onward Transfer, Security, Data Integrity, Access, and Enforcement.

Information We Collect and How We Use It

We offer a number of services that do not require you to register for an account or provide any personal information to us; however, in order to provide our full range of services, we may collect the following types of information:

- **Information You Provide** – When you sign up for a Title Financial Corporation service or promotion that requires registration, we ask you for personal information (such as your name, email address, and address information). For certain services, we may give you the opportunity to opt out of combining such information.
- **Log Information** – When you use Title Financial Corporation services, our servers automatically record information that your browser sends whenever you visit a website. These server logs may include information such as your web request, Internet Protocol address, browser type, browser language, the date and time of your request, and one or more cookies that may uniquely identify your browser.
- **User Communications** – When you send email or other communication to Title Financial Corporation, we may retain those communications in order to process your inquiries, respond to your requests, and improve our services.
- **Other Sites** – This Privacy Policy applies to web sites and services that are owned and operated by Title Financial Corporation. We do not exercise control over the sites displayed as search results or links from within our various services. These other sites may place their own cookies or other files on your computer, collect data or solicit personal information from you.

Title Financial Corporation only processes personal information for the purposes described in the applicable Privacy Policy and/or Privacy Notice for specific services. In addition to the above, such purposes include:

- Providing our products and services to users, including the display of customized content, and advertising.
- Auditing, research and analysis in order to maintain, protect, and improve our services.
- Ensuring the technical functioning of our network.
- Developing new services.

Choices for Personal Information

When you sign up for a particular service that requires registration, we ask you to provide personal information. If we use this information in a manner different than the purpose for which it was collected, then we will ask for your consent prior to such use.

If we propose to use personal information for any purposes other than those described in this Policy and/or in the specific service notices, we will offer you an effective way to opt out of the use of personal information for those other purposes. We will not collect or use sensitive information for purposes other than those described in this Policy and/or in the specific service notices, unless we have obtained your prior consent.

You can decline to submit personal information to any of our services, in which case Title Financial Corporation may not be able to provide those services to you.

Information Sharing

Title Financial Corporation only shares personal information with other companies or individuals outside of Title Financial Corporation in the following limited circumstances:

- We have your consent. We require opt-in consent for the sharing of any sensitive personal information.
- We provide such information to our subsidiaries, affiliated companies, or other trusted businesses or persons for the purpose of processing personal information on our behalf. We require that these parties agree to process such information based on our instructions and in compliance with this Policy and any other appropriate confidentiality and security measures.
- We have a good faith belief that access, use, preservation or disclosure of such information is reasonably necessary to (a) satisfy any applicable law, regulation, legal process or enforceable governmental request, (b) enforce applicable Terms of Service, including investigation of potential violations thereof, (c) detect, prevent, or otherwise address fraud, security or technical issues, or (d) protect against imminent harm to the rights, property or safety of Title Financial Corporation,

its users or the public as required or permitted by law.

If Title Financial Corporation becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will provide notice before personal information is transferred and becomes subject to a different privacy policy.

Information Security

We take appropriate security measures to protect against unauthorized access to or unauthorized alteration, disclosure, or destruction of data. These include internal reviews of our data collection, storage, and processing practices and security measures, as well as physical security measures to guard against unauthorized access to systems where we store personal data.

We restrict access to personal information to Title Financial Corporation employees, contractors, and agents who need to know that information in order to operate, develop, or improve our services. These individuals are bound by confidentiality obligations and may be subject to discipline, including termination and criminal prosecution, if they fail to meet these obligations.

Data Integrity

Title Financial Corporation processes personal information only for the purposes for which it was collected and in accordance with this Policy or any applicable service-specific privacy notice. We review our data collection, storage, and processing practices to ensure that we only collect, store, and process the personal information needed to provide or improve our services. We take reasonable steps to ensure that the personal information we process is accurate, complete, and current, but we depend on our users to update or correct their personal information whenever necessary.

Accessing and Updating Personal Information

When you use Title Financial Corporation services, we make good faith efforts to provide you with access to your personal information and either to correct this data if it is inaccurate or to delete such data at your request if it is not otherwise required to be retained by law or for legitimate business purposes. We ask individual users to identify themselves and the information requested to be accessed, corrected, or removed before processing such requests, and we may decline to process requests that are unreasonably repetitive or systematic, require disproportionate technical effort, jeopardize the privacy of others, or would be extremely impractical (for instance, requests concerning information residing on backup tapes), or for which access is not otherwise required. In any case where we provide information access and correction, we perform this service free of charge, except if doing so would require a disproportionate effort. Some of our services have different procedures to access, correct, or delete users' personal information. We provide the details for these procedures in the specific privacy notices or FAQs for these services.

Enforcement

Title Financial Corporation regularly reviews its compliance with this Policy. Please feel free to direct any questions or concerns *regarding this Policy* or Title Financial Corporation's treatment of personal information by contacting us at cfpb@titlefc.com or by writing to us at:

Privacy Matters

Title Financial Corporation
195 S Broadway/PO Box 580
Blackfoot, ID 83221

When we receive formal written complaints at this address, it is Title Financial Corporation's policy to contact the complaining user regarding his or her concerns. We will cooperate with the appropriate regulatory authorities, including local data protection authorities, to resolve any complaints regarding the transfer of personal data that cannot be resolved between Title Financial Corporation and an individual.

Changes to This Policy

Please note that this Privacy Policy may change from time to time. We will not reduce your rights under this Policy without your explicit consent, and we expect most such changes will be minor. Regardless, we will post any policy changes on this page and, if the changes are significant, we will provide a more prominent notice (including, for certain services, email notification of policy changes). Each version of this Policy will be identified at the top of the page by its effective date, and we will also keep prior versions of this Privacy Policy in an archive for your review.

If you have any additional questions or concerns about this Policy, please feel free to contact us any time at cfpb@titlefc.com or by writing to us at:

Privacy Matters

Title Financial Corporation
195 S Broadway / PO Box 580
Blackfoot, ID 83221

**Positive Proof Identification
And
Notary Signature Affidavit**

State of _____

County of _____

Notary Public please complete the following:

Notary's Name: _____
(Please Print)

Address: _____

Phone: () _____

I, the above described Notary Public, hereby certify that I have checked the identification of _____, the parties/entity who have signed before me and I have attached copies of their drivers(s) license(s) or other picture identification. I have verified them to be the same parties/entity as those described in the instruments acknowledged by me.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____ 20____.

Notary Public

My Commission expires: _____

My Commission Number is: _____

Notary: Please make copy of driver's license(s), passport, state issued ID card, or military ID card and return with documents.

ALTA COMMITMENT FOR TITLE INSURANCE
Issued By
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

NOTICE

IMPORTANT – READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I – Requirements; Schedule B, Part II – Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I – Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Issued through the office of:
Flying S Title and Escrow of Montana, Inc.
3533 Gabel Rd
Billings, MT 59102
(406)248-7877

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com



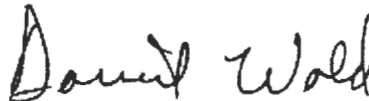
Authorized Officer or Agent

By



President

Attest



Secretary

This page is only a part of a 2021 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I – Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;
- e. Schedule B, Part I-Requirements;[and]
- f. Schedule B, Part II-Exceptions[; and]
- g. a counter-signature by the Company or its issuing agent that may be in electronic form].

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I – Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II – Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.

This page is only a part of a 2021 ALTA ® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
 - d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
 - e. The Company is not liable for the content of the Transaction Identification Data, if any.
 - f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I - Requirements have been met to the satisfaction of the Company.
 - g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.
6. **LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**
- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
 - b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
 - c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
 - d. The deletion or modification of any Schedule B, Part II – Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

This page is only a part of a 2021 ALTA © Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ORT Form 4757 A
Schedule A

X _____
(INITIAL)

ALTA Commitment for Title Insurance
issued by
Old Republic National Title Insurance Company

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Flying S Title and Escrow of Montana, Inc.
Issuing Office: 3533 Gabel Rd, Billings, MT 59102
Issuing Office Phone Number: (406)248-7877
Issuing Office's ALTA ® Registry ID: 1147062
Loan ID No.:
Issuing Office Commitment/File No.: 1178315
Property Address: 4834 Central Avenue, Billings, MT 59106

Revision No.: 2

SCHEDULE A

1. Commitment Date: **December 09, 2025 at 7:30 A.M.**

2. Policy to be issued: Premium Amount reflects applicable rate
a. 2021 ALTA ® Standard Owner's Policy
Proposed Insured: **Yellowstone County** *County of Yellowstone Montana*
Proposed Amount of Insurance: **\$19,450.00** Premium Amount \$ **200.00**
The estate or interest to be insured: **See Item 3 below**
Endorsements: \$

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple.**

4. The Title is, at the Commitment Date, vested in:
Staley Family Irrevocable Land Trust

5. The Land is described as follows:

That part of NE¼ of Section 9, Township 1 South, Range 25, of the Principal Montana Meridian, Yellowstone County, Montana, described as Tract 2-B of Certificate of Survey No. 1880 Third Amended on file in the office of the Clerk and Recorder of said County, under Document #3515300.

By: 
Authorized Countersignature
(This Schedule A valid only when Schedule B is attached.)

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ALTA Commitment for Title Insurance

issued by

Old Republic National Title Insurance Company

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. If any document in the completion of this transaction is to be executed by an attorney-in-fact, the Power of Attorney must be submitted for review prior to closing.
5. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
6. We require the attached Seller/Borrower Affidavit be completed prior to recording.
7. We require a copy of the trust agreement and amendments to Staley Family Irrevocable Land Trust trust agreement. The forthcoming deed must be executed in conformity with powers granted to the trustee by the trust agreement.

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SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

- 5405
1. Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records.
 2. Any facts, rights, interest, or claims which are not shown by the Public Records but that could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
 3. Easements, claims of easement or encumbrances that are not shown by the Public Records.
 4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title including discrepancies, conflicts in boundary lines, shortage in area, or any other facts that would be disclosed by an accurate and complete land survey of the Land, and that are not shown in the Public Records.
 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, ditch or ditch right, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
 6. Any lien or right to a lien for services, labor or material, unless such lien is shown by the Public Records at Date of Policy.
 7. Any right, title or interest in any minerals, mineral rights or related matters, including but not limited to oil, gas, coal and other hydrocarbons, sand, gravel or other common variety materials, whether or not shown by the Public Records.

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stay
delete
8. County road rights-of-way not recorded and indexed as a conveyance of record in the office of the Clerk and Recorder pursuant to Title 70, Chapter 21, M.C.A., including, but not limited to any right of the Public and the County of Yellowstone to use and occupy those certain roads and trails as depicted on County Surveyor's maps on file in the office of the County Surveyor of Yellowstone County.

9. Any defect, ~~lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.~~

10. 2025 taxes and special assessments. * add 2026 taxes *

The first one-half becomes delinquent after November 30th of the current year, the second one-half becomes delinquent after May 31st of the following year.

delete
General taxes as set forth below. Any amounts not paid when due will accrue penalties and interest in addition to the amount stated herein:

Year	First Half	Status	Second Half	Status	Parcel Number	Covers
2025	\$877.89	Paid	\$877.89	Paid	D00466A	Subject Land

11. Unrecorded leaseholds; rights of parties in possession, rights of secured parties, vendors and vendees under conditional sales contracts of personal property installed on the premises herein, and rights of tenants to remove trade fixtures.

12. Agreement upon the terms, conditions and provisions contained therein:
Parties: David Lackman, Jr., Dorothy Lackman and George Staley
Recorded: February 5, 1941, in Book 204, Page 612, under Document #357929

stay
13. Easement for Irrigation and Waste Water granted to Pauline Staley and Harry R. Staley as Trustee of the Staley Family Irrevocable Land Trust and Harry R. Staley and Susan K. Staley, as Trustees of the Harry R. Staley UDT date June 20th, 2000 and Harry R. Staley and Susan K. Staley, as trustees of the Susan K. Staley UDT dated June 20th, 2000, recorded October 18, 2000 under Document #3106687.

14. Grant of Easement granted to Billings High School District No. 2, a public corporation, recorded October 18, 2000 under Document #3106688.

15. Provisions contained in that Certificate, executed by the State of Montana, Department of Health and Environmental Services filed September 23, 1993, under Document #1705015.

16. All matters, covenants, conditions, restrictions, easements and any rights, interests or claims which may exist by reason thereof, disclosed by Record of Survey recorded July 8, 2009, as instrument number 3515300, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).

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INFORMATIONAL NOTES

- A. Notice: Due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company may not be able to close and insure a transaction involving Land that is associated with these activities.

- B. As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyances describing all or a part of the subject Land, which have been recorded within the last 24 months: None.

- C. Title Officer
Katie Weidler
katie.weidler@fste.com
(406)248-7877

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B.O.C.C. Regular

2. d.

Meeting Date: 01/20/2026

Title: Amendment to the RFQ for Professional Engineering Services

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Addendum #1 for the Request for Qualifications for Professional Engineering Services — Revising the Bid Opening Time

BACKGROUND:

The bid opening time has been changed from 9:00 a.m. on Tuesday, February 3rd, 2026 to 3:00 p.m. on Tuesday, February 3rd, 2026.

RECOMMENDED ACTION:

Approve.

Attachments

RFQ Addendum

YELLOWSTONE COUNTY, MONTANA
Request for Qualifications (RFQ)
For Professional Engineering Services

Addendum #1 – Revising Bid Opening Time

Notice is hereby given that Yellowstone County Public Works Department is soliciting Statements of Qualifications (SOQs) from qualified engineering firms wishing to be added to a list of prequalified firms to perform engineering services involving multiple areas of expertise. This list will be used by the County over the next two years to select engineering firms if and when the County has a need for those services. The SOQ should address the consultant's capabilities related to the areas of expertise for which they are submitting. Specific project selections will be based on the list of prequalified firms determined by County staff along with the information included in submitted SOQs. The County reserves the right to award projects to prequalified firms at its discretion, either directly or through a project specific proposal.

One (1) hard copy and one (1) electronic copy (PDF on thumb drive or similar) of the written Statement of Qualifications clearly identified as "SOQ for Engineering Services for Yellowstone County Public Works" shall be received by the Board of County Commissioners (BOCC) **on or before 3:00 PM local time, Monday, February 2nd, 2026.** SOQs may be hand delivered to the BOCC at 2825 3rd Ave N, Rm 420, or mailed to P.O. Box 35000, Billings, MT 59107. SOQs received after this deadline will not be considered. Timely SOQs will be opened and acknowledged at **3:00 PM**, on Tuesday, February 3rd, 2026, in Room 309 on the 3rd Floor of the Ostlund Building, 2825 3rd Ave N, Billings, MT 59101.

Any questions regarding the project or submittal procedures should be submitted, in writing, to Monica Plecker, Public Works Director, at mplecker@yellowstonecountymt.gov. Complete solicitation documents are available on the Yellowstone County website at <https://www.yellowstonecountymt.gov/purchasing/>.

Done by the order of the Board of County Commissioners of Yellowstone County, MT this 20th day of January 2026.

Board of County Commissioners
Yellowstone County, Montana
/s/ Mark Morse, Chair
Attest:
/s/ Jeff Martin, Clerk and Recorder

1/23/26, 1/30/26

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 4 Appointments; **Sheriff's Office** - 1 Appointment; **County Attorney** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

 Employer logo

Yellowstone County Commissioners
RECEIVED
JAN 09 2026

Hire/Personnel Action Form

Employee Information

Employee
Jairo Rambauth

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202500314	Full-Time Regular
Person ID	Job Class	Pay Rate
64238236	Detention Officer (D)	\$24.67
Department	Job Class#	HireDate
Sheriff's Office	5090	1/26/26
Division		
Detention Facility		




Comments

Funding: 2300.136.420200.111 @ 100%
replaces: NEW FTE

Approvals

HUMAN RESOURCES	Kevin Gillen	1/8/26 4:08 PM
FINANCE	JENNIFER JONES	1/9/26 7:21 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



Yellowstone County Commissioners
RECEIVED

JAN 14 2026

Hire/Personnel Action Form

Employee Information

Employee

Megan Fahrenbruch

Hire Information

Position Details	Hire Req#	Job Type
Civil Process Officer (D/E) (5025)	202500360	Full-Time Regular
Person ID	Job Class	Pay Rate
23447645	Civil Process Officer (D/E)	\$22.40
Department	HireDate	
Sheriff's Office	2/2/26	
Division		
Sheriff Civil		

Comments

Funding: 2300.133.420160.111 @100%
replaces: New FTE

Approvals

HUMAN RESOURCES	Kevin Gillen	1/13/26 4:02 PM
FINANCE	JENNIFER JONES	1/13/26 4:06 PM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MM</u>	_____
Member	<u>AS</u>	_____

Section 1

Name: Angeline Fox Effective Date: 1/23/26
Current Title: Victim Witness Supervisor Gr. Salary \$ 76,710²⁴
Title Change: Gr. Salary \$

Regular Full Time:	_____	New Hire:	_____
Regular Part Time:	_____	Rehire:	_____
Temp Full Time:	_____	Termination:	<u>X</u> _____
Temp Part Time:	_____	Promotion:	_____
Seasonal Hire:	_____	Transfer:	_____
Replaces position	_____	Demotion:	_____
Name _____		Reclassification:	_____
New Budgeted Position	_____		
Other:	_____		

Funding: 2301 - 122 - 411100 - 181 Percent New Account
 - - - Percent Split Account
12/31/25
 Elected Official/Department Head Date

Human Resources:

Note: 1-8-26
Sam Miller ~~12~~ 8-26
 Director Date

H.R. Comments:

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

Finance:

Note: _____
 _____ 1.9.26
 Director Date

Commissioner's Action
Approve Disapprove

Chair MM _____

Member MMW _____

Member MMW _____

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Yellowstone Conservation District Board Minutes - November

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

November Conservation District Board Minutes

YELLOWSTONE CONSERVATION DISTRICT

*PO Box 80888, Billings MT 59108 1670 48th St. W Suite 2, Billings, MT 59106
Phone: 406.690.9326 email: lxvie@mt.gov*

YELLOWSTONE CONSERVATION DISTRICT

Board Meeting Minutes

November 18, 2025

1670 48th St. West Suite #2, Billings MT 59106

1:00 pm

BOARD MEMBERS PRESENT: Chad Sedgwick – Chair, Brad Kraft – Vice-Chair, Leroy Gabel, Jackie Haaland, Bryan Mothershead, Stacey Robinson

BOARD MEMBERS ABSENT: None

NON-BOARD PRESENT: LaVerne Ivie – YCD; Steve Williams – Yellowstone Co. Attorney; Crystal White – YCD/PF; Don Sasse; Seanna Torske, Zoe Craft – NRCS; Ronni Tallerico – Yellowstone Co. Floodplain; Demi Blythe – FWP; Mary Hendricks, Veronica Grigaltchik – DNRC; Joe Lockwood – Yellowstone Co. Weed District

Chair Sedgwick called the meeting to order at 1:00 pm and immediately convened a closed session to discuss legal strategy with Steve Williams, Yellowstone Co. Attorney.

Chair Sedgwick opened the meeting to the public at 1:20 pm

Roll Call – After the introductions, Chair Sedgwick informed attendees: All issues will be addressed to the Chair; public comments are always welcome but wait until the issue is addressed on the agenda, ask to be recognized by the chair and then limit comments to 3 minutes; no action will be taken on any item not on the agenda.

Agenda Changes: None

Minutes: Kraft made a motion to approve October 21, 2025, Minutes as written and reviewed, second by Mothershead, motion passed.

Board member absences: None

310's

- **Applications, Emergencies, Complaints & Violations:**

- **YE-04-26 – Tri-County Telephone, Blue Creek Horizontal Direction Drill (HDD) project** – The project will provide high speed internet to the residents along Blue Creek Road with only one (1) site boring under Blue Creek. Bore pits will be placed outside the floodplain boundaries and the bore depth will be kept at a minimum of 5' below the creek bed for the length of the bore to allow for lateral migration of the creek. **Board decision:** Mothershead made a motion to waive the onsite inspection and approve the HDD project as proposed and issue a 310 permit for YE-04-26; second by Haaland, motion passed.
- **Joy Stevens, Alkali Creek violation** – During the closed session, the board conferred with Counsel, Steve Williams on the next steps to take relative to the violation status. **Board decision:** Robinson made a motion for Williams to send a letter to counsel representing Stevens outlining the requirements going forward with a 310 application, second by Gabel, motion passed.

Other 310 Issues & Projects

- **Yellowstone River CD Council** – Gabel attended the Nov. 13th Council meeting which was held in Miles City. Highlights of the meeting included: Sara Ricketts is finding producers that want help with eradicating Russian Olive infestations. Conflicting opinions within the Council whether to designate Russian Olives as a noxious weed or not. The decision was not to pursue the designation. A discussion took place on ways the railroad derailment fine money will be utilized to restore side channel functions of the Yellowstone River. Also discussed was how to control 'water stealing plants' which Salt Cedar would be included in that effort.

BUSINESS MEETING

- **Old Business** - none
- **New Business** - none
- **T-Report**
 - **October T-Report:** Robinson made a motion to accept the October treasurer's report as submitted and reviewed, second by Mothershead, motion passed.
 - **Dues & Donations requests:** NILE's new dues structure was described by Kraft where a significant portion of dues goes directly to the NILE Foundation's scholarship fund. For example, a Business Partner membership is available for \$550, which includes six memberships with \$450 going directly to the scholarship fund. Gabel made a motion for YCD to purchase a Business Partner membership in the amount of \$550, second by Robinson, motion passed.
 - **Travel & Meetings:** none presented
 - **Office Expenses** - New blinds and installation cost for the office amounts to \$859.00. Kraft made a motion for YCD to pay the landlord for the new blinds, second by Mothershead, motion passed with Robinson abstaining.

Standing Committee Reports

- **Westend Reservoirs** - Robinson attended a meeting with Billings Parks acting director and head project engineer with Public Works and FWP. Everyone seems to be on the same page as to what the final project should entail but there is still the issue of how to fund it. The acting Parks Director will be invited to the next YCD Board meeting for a presentation of the City's expectations.
- **Fly Creek** - White reported that she conducted the last round of water sampling April 26 - May 2, 2025. Overall findings confirm that most of the test results indicate no significant changes during the years of sampling. Unfortunately, DNRC has cancelled Big Horn CD's grant to conduct the study in the 2-county area, and any further testing must be funded from CD resources. Torske mentioned to get a true indication of water quality, several years of testing must be conducted to establish a base. Supervisor consensus to 'pull the plug' on the project because very little variation in the test results has appeared.
- **Pollinator Fair grant applications** - Haaland and White reported that an application was submitted to Friends of NACD districts grant program today for \$2500. If unsuccessful in obtaining a grant from that source, a DNRC Pollinator Grant will be applied for. The June 20, 2026, event will be held in Pioneer Park in coordination with Billings Park and Recreation department. Discussion: Board encouraged White to proceed with plans as outlined today.
- **Yellowstone River CD Water Reservations application:** Double LL Ranch, LLC pre-application meeting is scheduled for Dec. 2, 2025.
- **Yellowstone River CD Water Reservation 10-yr review:** Supervisors began the process and were unclear on how to complete certain portions. Ivie was directed to contact DNRC to get guidance, and present at the next board meeting for edits and approval.

Partner/Agency Reports

- **YCD Administrator Report** - was received prior to meeting.
- **Partner Biologist Report** - White participated throughout the meeting.
- **Army Corps of Engineers** - unable to attend meeting
- **Beartooth RC&D** - no current report
- **DNRC** - CDB report emailed to supervisors
- **Fish, Wildlife & Parks** - Demi Blythe reported:
 - Issued a 124 to the City of Billings for riprap work below East Bridge
 - FWP has been participating in the Westend Reservoirs meetings
- **NRCS** - Zoe Craft
 - The tentative batching period deadline for financial program applications is January 15th, 2026 as the previous deadline was during the government shutdown.
 - USDA is funded through a CR through September 30th, 2026, we are waiting on the appropriation for NRCS specifically otherwise the CR goes to Jan 30th, 2026.
 - We have a new State Conservationist! Gayle Berry, who has been serving as our Acting State Conservationist, has accepted the position.
 - Gayle will be representation for NRCS at the MACD Annual Meeting in Billings.
 - Years of service awards from MACD provided to Brad (5 year) & Chad (15 year)
 - North 40 Grow & Tell Day forage production timing results available

- **Yellowstone County**
 - **Yellowstone County Commissioner** - unable to attend meeting
 - **Yellowstone Co. Extension** - unable to attend meeting
 - **Yellowstone Co. Floodplain** - Ronni Tallerico
 - Still working on getting the Hruschka violation cleaned up
 - **Yellowstone Co. Weed Department** - Joe Lockwood provided an update on the weed districts activities:
 - 2025 Salt Cedar YR spraying project was finished on 11-14-25. Cleanup was limited to the north side of the river due to widespread thick infestation. It was quite labor intensive with backpack spraying only. Most of the grant was used on labor, leaving quite a bit of chemical left over for the 2026 program. Joe will share the final report with the board next month.
- **Unscheduled Matters:** **Mary Hendricks** gave a quick overview of a new program entitled MT CD Water Reservations Explorer. A geospatial information system database to view publicly noticed project areas that shape each conservation district water reservation boundary.
- **Public comments** - none
- **Next YCD Board Meeting** - Due to the YCD Administrator going in for surgery in December, it was decided to hold the next board meeting the 2nd or 3rd week in January.
- Gabel motion to adjourn the meeting at 3:15 pm

Chad Sedgwick, Chair

LaVerne Ivie, YCD Administrator

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: Checks and Disbursements for January 2026

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for January 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements for January 2026

End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 01/02/2026 to 01/02/2026

Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-0001 - Adoptive Services Special Revenue 7462					
Account 200-0001 Total:					\$75.00
Account 200-0155 - Billings Drug Fund City 7850-000-021240					
Account 200-0155 Total:					\$2,701.69
Account 200-0400 - County Drug Forfeiture					
Account 200-0400 Total:					\$294.27
Account 200-0450 - District Court Fund					
Account 200-0450 Total:					\$4,511.00
Account 200-0500 - Domestic Violence Intervention Program 7468					
Account 200-0500 Total:					\$767.00
Account 200-0525 - Felony Surcharge					
Account 200-0525 Total:					\$2,275.11
Account 200-0550 - Fines 7466					
Account 200-0550 Total:					\$9,719.43
Account 200-0650 - Indigent Legal 7466					
Account 200-0650 Total:					\$1,776.71
Account 200-0700 - Misdemeanor Surcharge					
Account 200-0700 Total:					\$147.63
Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0					
Account 200-0780 Total:					\$645.00
Account 200-0800 - State General 7461					
Account 200-0800 Total:					\$16,953.00
Account 200-0850 - State General Additional Filing Fee 7461					
Account 200-0850 Total:					\$3,480.00
Account 200-0900 - State General Commencement of Action 7463					
Account 200-0900 Total:					\$9,180.00
Account 200-0950 - State General Dissolution 7464					
Account 200-0950 Total:					\$4,930.00
Account 200-1050 - Technology Surcharge 7458					
Account 200-1050 Total:					\$2,833.34
Account 200-1200 - Victim Witness Admin Fee					
Account 200-1200 Total:					\$26.00
Account 200-1250 - Victim Witness Surcharge					
Account 200-1250 Total:					\$1,709.14

End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 01/02/2026 to 01/02/2026

Total Only

Check Number: None					
Date	Description	Case Number	Payer	Citation No.	Amount
Check Total:					\$ 62,024.32
Report Total:					\$62,024.32

Fine Fee Summary

From 12/01/2025 06:01 AM to 12/31/2025 06:00 PM

All Case Types and Sub-Types

All Clerks

JAN 07 2026

**Receipts****Case Payment**

Billings Drug Forfeiture Fund	2,590.00
Billings Drug Fund City	105.73
Case Payment Overage	4.66
Drug Forfeiture Fund County	294.27
Felony Surcharge	2,057.66
Fine	7,406.76
Legal Fee	2,250.53
MHP Drug Fund	645.00
Misdemeanor Surcharge	102.62
Public Defender Fee	1,730.88
Technology Surcharge	230.00
Victim Witness Admin Fee	24.00
Victim Witness Surcharge	1,617.92

Subtotal: 19,060.03

Civil Filing Payment

Adoption	105.00
Appearance	1,190.00
Authenticated or Exemplified	6.00
Certification of Transcript of Judgment	8.00
Certification with a Seal	86.00
Commencement of Action or Proceedings / Invalidity	2,400.00
Copy of Decree of Dissolution	340.00
Foreign Judgment	270.00
Guardianship/Conservatorship Probate/ Formal And Informal	200.00
Judgment Entry From Prevailing Party	900.00
Marriage License	3,127.00
Petition For Dissolution	3,400.00

Subtotal: 12,032.00

Misc. Payment

Certification With A Seal	428.00
Copies - 11 Pages or More	2,100.00
Copies - First 10 Pages	515.00
Copies by Email, Fax, etc - Outgoing	221.00
Copies, Packets, Forms	20.00
Copy of Decree of Dissolution	230.00
Copy of Marriage License	460.00
Postage	16.00
Searches - 1st Seven Years \$2 Per Name Per Year	4.00
Substitution of Judge	100.00

Subtotal: 4,094.00

Fine Fee Summary

From 12/01/2025 06:01 AM to 12/31/2025 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Trust Receipt**

Trust

171,440.61

Subtotal: 171,440.61

Unapplied Receipt Accept

Unapplied Receipt

28,063.56

Subtotal: 28,063.56

Total Receipts: 234,690.20

Transfers**Case Payment**

Billings Drug Fund City

5.96

Felony Surcharge

217.45

Fine

15.32

Legal Fee

46.82

Misdemeanor Surcharge

45.01

Public Defender Fee

45.83

Technology Surcharge

33.34

Victim Witness Admin Fee

2.00

Victim Witness Surcharge

91.22

Subtotal: 502.95

Civil Filing Payment

Appearance

2,940.00

Commencement of Action or Proceedings / Invalidity

9,840.00

Complaint in Intervention

240.00

Executions, Orders of Sale, Writs

4,575.00

Foreign Judgment

180.00

Guardianship/Conservatorship Probate/ Formal And Informal

3,500.00

Judgment Entry From Prevailing Party

1,600.00

Petition For Dissolution

2,400.00

Substitution of Judge

100.00

Transcript of Judgment

950.00

Transfer to another Court / Change of Venue

15.00

Subtotal: 26,340.00

Total Transfers: 26,842.95**Report Total:** 261,533.15

13th Judicial District Court, Yellowstone County
Report of Jury Service Costs and
Monthly Reimbursement Summary
for December-25

JAN 08 2026

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Total Transactions (See Attached Transaction Report):

Less Voided Items

\$8,651.49
\$0.00
\$0.00
\$0.00
\$8,651.49

Adjustments to Total Transactions:

Jury Meals:

12/1/2025

Total paid to Jimmy John's	\$	155.52	
Reduced for Juror Tip/Bailiff Meals	\$	(46.73)	
Amount over allowable total to be reimbursed	\$	108.79	\$ (46.73)

12/2/2025

Total paid to Jimmy John's	\$	310.38	
Reduced for Juror Tip/Bailiff Meals	\$	(90.28)	
Amount over allowable total to be reimbursed	\$	220.10	\$ (90.28)

Subtotal

Postage Reimbursements (Witness & Juror Summons/Payments):

12/1/2025 DV 24-142	Jason & Gina Munger vs	George Pierce Inc., et al.	\$91.96
12/2/2025 DV 25-195	Salicia Borges vs	Lindsee Jensen, et al.	\$130.68
12/17/2025 DC 22-1370	State of Montana vs	Michael Thomas Pisano	\$64.68
	State of Montana vs		
	State of Montana vs		
	State of Montana vs		
	State of Montana vs		

Subtotal \$287.32

Supplies Reimbursements (Mailing Supplies):

12/1/2025 DV 24-142	Jason & Gina Munger vs	George Pierce Inc., et al.	\$31.14
12/2/2025 DV 25-195	Salicia Borges vs	Lindsee Jensen, et al.	\$44.74
12/17/2025 DC 22-1370	State of Montana vs	Michael Thomas Pisano	\$19.46
	0 State of Montana vs	0	
	0 State of Montana vs	0	
	0 State of Montana vs	0	
	0 State of Montana vs	0	

Subtotal \$95.34

Total Adjustments:

\$382.66

Total Reimbursement Requested for:

December-25

\$9,034.15

Review by: _____

Clerk of District Court

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YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 12/01/2025 to 12/31/2025
General Ledger Accounts 200-1300 through 200-1365
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 12/1/2025	200-1300- Jury Fees/Mileage	\$ 2,982.60	-
	200-1325- Jury Meals	\$ 108.79	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 12/1/2025	\$ 3,091.39	\$ -
Posted on 12/2/2025	200-1300- Jury Fees/Mileage	\$ 3,717.80	
	200-1325- Jury Meals	\$ 220.10	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 12/2/2025	\$ 3,937.90	\$ -
Posted on 12/17/2025 11/30/2025	200-1300- Jury Fees/Mileage	\$ 1,237.20	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 385.00	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 12/17/2025	\$ 1,622.20	\$ -
Total Transactions		\$ 8,651.49	\$ -

Yellowstone District Court

User: CUA654

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932440 TO: 932520

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932440	12/22/2025	AARNES TYLER D	\$13.40	Outstanding	
932441	12/22/2025	ATKINSON CONNOR GENE	\$17.60	Outstanding	
932442	12/22/2025	BAETH MARSHALL ROY	\$19.00	Outstanding	
932443	12/22/2025	BARNES ROLAND W	\$19.00	Outstanding	
932444	12/22/2025	BARTHEL RITA J	\$21.80	Outstanding	
932445	12/22/2025	BRADY EMILY ANN	\$20.40	Outstanding	
932446	12/22/2025	BROWN JUNE MARIE	\$13.40	Outstanding	
932447	12/22/2025	BURLEY WESLEY GERALD	\$20.40	Outstanding	
932448	12/22/2025	BURNS JAMI	\$37.20	Outstanding	
932449	12/22/2025	CASTILLO CHRISTOPHER	\$17.60	Outstanding	
932450	12/22/2025	CHAMBERLAIN CARA	\$14.80	Outstanding	
932451	12/22/2025	CITY OF BILLINGS	\$385.00	Outstanding	
932452	12/22/2025	CLASON EMMA VICTORIA	\$19.00	Outstanding	
932453	12/22/2025	CRAIG KIM M	\$21.80	Outstanding	
932454	12/22/2025	DALY DANIEL FRANCIS	\$20.40	Outstanding	
932455	12/22/2025	DEAN JAXEN DC	\$160.00	Outstanding	
932456	12/22/2025	DEMARY DAVID MORGAN	\$139.00	Outstanding	
932457	12/22/2025	DOCKTER MATTHEW LEE	\$19.00	Outstanding	
932458	12/22/2025	DOLINSKI BETHANY RUTH	\$14.80	Outstanding	
932459	12/22/2025	DUKE KYLE NATHAN	\$153.00	Outstanding	
932460	12/22/2025	EDGEELL JENNIFER	\$214.50	Outstanding	
932461	12/22/2025	ESTKOWSKI ETHAN JAMES	\$34.40	Outstanding	
932462	12/22/2025	EVANS MICHAEL F	\$167.00	Outstanding	
932463	12/22/2025	FIELDER CHLOE ROSEMARY	\$13.40	Outstanding	
932464	12/22/2025	GETCHELL BRANDY LEE	\$237.00	Outstanding	
932465	12/22/2025	GETZ NANETTE KIMBERLY	\$14.80	Outstanding	
932466	12/22/2025	HAHN ISABELLE	\$23.20	Outstanding	
932467	12/22/2025	HARDY JACSON GARRETT	\$16.20	Outstanding	
932468	12/22/2025	HEDRICK BERNELL WENSLEY	\$20.40	Outstanding	
932469	12/22/2025	HOFF JADYN JOSEPH	\$21.80	Outstanding	
932470	12/22/2025	HOVLAND MARK ALAN	\$20.40	Outstanding	
932471	12/22/2025	HUTZENBILER TRACEY JANESTORY	\$38.60	Outstanding	
932472	12/22/2025	JENSEN ESTHER P	\$27.40	Outstanding	
932473	12/22/2025	Jimmy Johns	\$310.38	Outstanding	
932474	12/22/2025	JOHNSON DONALD A JR	\$24.60	Outstanding	
932475	12/22/2025	KOCH PENNI RENAE	\$19.00	Outstanding	
932476	12/22/2025	LAUGHLIN BLAKE	\$14.80	Outstanding	
932477	12/22/2025	LEBSOCK CONNOR	\$14.80	Outstanding	
932478	12/22/2025	LEHMAN JACQUIE LYNN	\$19.00	Outstanding	
932479	12/22/2025	LENNICK KELSEY JOYMARIE	\$20.40	Outstanding	
932480	12/22/2025	LONG TAMARA D	\$14.80	Outstanding	
932481	12/22/2025	LUXNER THOMAS JAMES	\$26.00	Outstanding	
932482	12/22/2025	MCPHERSON KATE WAAGE	\$17.60	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932440 TO: 932520

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932483	12/22/2025	MOATS JUSTIN RAY	\$14.80	Outstanding	
932484	12/22/2025	MOBERLY ERICK RAY	\$14.80	Outstanding	
932485	12/22/2025	MORGAN MADELINE ELAINE	\$14.80	Outstanding	
932486	12/22/2025	MORRISON GAVIN LEE	\$19.00	Outstanding	
932487	12/22/2025	MRACHEK KATHRYN JANE	\$16.20	Outstanding	
932488	12/22/2025	MUELLER YVONNE	\$17.60	Outstanding	
932489	12/22/2025	MUNSELL JANICE MARIE	\$21.80	Outstanding	
932490	12/22/2025	MUNSON MATTHEW MICHAEL	\$21.80	Outstanding	
932491	12/22/2025	NAFTS MELANIE	\$21.80	Outstanding	
932492	12/22/2025	NAILLON CODY JEFFREY	\$38.60	Outstanding	
932493	12/22/2025	OLSON DAVID L	\$23.20	Outstanding	
932494	12/22/2025	PETERSON DOMINIQUE MARIE	\$19.00	Outstanding	
932495	12/22/2025	PETERSON JADE MARIE	\$30.20	Outstanding	
932496	12/22/2025	PRESCOTT ALLISON MARIE	\$61.20	Outstanding	
932497	12/22/2025	PUDERBAUGH SAVANNA JO	\$52.60	Outstanding	
932498	12/22/2025	RABEY EMILY RENE	\$146.00	Outstanding	
932499	12/22/2025	RAINS SANDRA	\$37.20	Outstanding	
932500	12/22/2025	RUTSCHKE SHANNON SHERIE	\$20.40	Outstanding	
932501	12/22/2025	SCHENK SABRINA DYE	\$21.80	Outstanding	
932502	12/22/2025	SCHOONOVER PAIGE MARIE	\$19.00	Outstanding	
932503	12/22/2025	SEE RAY DAVID	\$16.20	Outstanding	
932504	12/22/2025	SERFAZO JUDITH MARIE	\$13.40	Outstanding	
932505	12/22/2025	SHEARER AVA K	\$132.00	Outstanding	
932506	12/22/2025	SOILEAU JAMES ROBERT	\$202.00	Outstanding	
932507	12/22/2025	SOLTIS STEPHEN M	\$160.00	Outstanding	
932508	12/22/2025	SORGE LEVI DOUGLAS	\$30.20	Outstanding	
932509	12/22/2025	STENNERSON RHONDA E	\$20.40	Outstanding	
932510	12/22/2025	TECCA LEE NELS	\$20.40	Outstanding	
932511	12/22/2025	THEIS KIMBERLY DIANE	\$21.80	Outstanding	
932512	12/22/2025	TINDALL TIMOTHY M	\$160.00	Outstanding	
932513	12/22/2025	WALSHE LINDSEY ANN	\$223.80	Outstanding	
932514	12/22/2025	WATT DAWN MARIE	\$23.20	Outstanding	
932515	12/22/2025	WELLIEVER MARGARET	\$24.60	Outstanding	
932516	12/22/2025	WHITE ANGELA MARIE	\$24.60	Outstanding	
932517	12/22/2025	WICHMAN MELISSA KATE	\$20.40	Outstanding	
932518	12/22/2025	WIGEN HOLLY ANNECLAIRE	\$26.00	Outstanding	
932519	12/22/2025	WILSON DANIEL PATRICK	\$188.00	Outstanding	
932520	12/22/2025	ZIMMERMAN TYE MATTHEW	\$17.60	Outstanding	
Totals	Number of Checks: 81	Total:	\$4,433.48		

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 12/23/2025 TO: 12/23/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932521	12/23/2025	ALBERS ANDREA LYNN	\$34.40	Outstanding	
932522	12/23/2025	BEDFORD ALEXANDER MARSH	\$20.40	Outstanding	
932523	12/23/2025	BONE HANS ERLING	\$153.00	Outstanding	
932524	12/23/2025	BONNETT BETTY L	\$14.80	Outstanding	
932525	12/23/2025	BRACKNEY WAYNE	\$20.40	Outstanding	
932526	12/23/2025	BRADY COLTON ANTHONY	\$14.80	Outstanding	
932527	12/23/2025	BRANDT LANDON LEE	\$23.20	Outstanding	
932528	12/23/2025	BRANDT NANCY	\$20.40	Outstanding	
932529	12/23/2025	BURTON BARRY FITZGERALD	\$14.80	Outstanding	
932530	12/23/2025	CHRISTOFERSON CRAIG A	\$16.20	Outstanding	
932531	12/23/2025	COLE JENNIFER	\$188.00	Outstanding	
932532	12/23/2025	DUVALL CHAD ALLEN	\$35.80	Outstanding	
932533	12/23/2025	EDEN TRUDY ANN	\$17.60	Outstanding	
932534	12/23/2025	ENGLAND GREGORY M	\$174.00	Outstanding	
932535	12/23/2025	FEMLING JOSEPH C	\$14.80	Outstanding	
932536	12/23/2025	GALLAGHER KARISSA K	\$23.20	Outstanding	
932537	12/23/2025	GOGGIN BILLIE MARIE	\$195.00	Outstanding	
932538	12/23/2025	GOOSEY CRYSTAL	\$17.60	Outstanding	
932539	12/23/2025	GRANDPRE AMY PK	\$230.00	Outstanding	
932540	12/23/2025	HAFF DILLON HUNTER	\$17.60	Outstanding	
932541	12/23/2025	HARTSE JOHANNA BETH	\$16.20	Outstanding	
932542	12/23/2025	HOEM TRAVIS ERIC	\$146.00	Outstanding	
932543	12/23/2025	HOLBROOK DIANA LYNNE	\$16.20	Outstanding	
932544	12/23/2025	JONES TANYA M	\$12.70	Outstanding	
932545	12/23/2025	KEYES JACLYN RENAE	\$35.80	Outstanding	
932546	12/23/2025	LEPORE MICHAEL VITO	\$19.00	Outstanding	
932547	12/23/2025	MCNEELY SAMANTHA JO	\$110.00	Outstanding	
932548	12/23/2025	MOCK MARTIN DOUGLAS	\$223.00	Outstanding	
932549	12/23/2025	MORROW JYAL	\$17.60	Outstanding	
932550	12/23/2025	OPP KASIA MARIE	\$188.00	Outstanding	
932551	12/23/2025	PELATT LORELYN M	\$14.80	Outstanding	
932552	12/23/2025	RECOR SHANE M	\$37.20	Outstanding	
932553	12/23/2025	RODIN JEFFREY STEPHEN	\$167.00	Outstanding	
932554	12/23/2025	RUDISILL MICHEAL ANTHONY	\$139.00	Outstanding	
932555	12/23/2025	RUSSELL LORI A	\$174.00	Outstanding	
932556	12/23/2025	RUTLER SHELLY DENISE	\$40.00	Outstanding	
932557	12/23/2025	SANDERS AMY J	\$17.60	Outstanding	
932558	12/23/2025	SANDNESS STEFFANY LARAI	\$34.40	Outstanding	
932559	12/23/2025	SCHMITT WALLACE RAYMOND	\$17.60	Outstanding	
932560	12/23/2025	SLYKER J NIKOLAS	\$17.60	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 12/23/2025 TO: 12/23/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932561	12/23/2025	STANCHFIELD MERZLAK MCKENZIE RAE	\$19.00	Outstanding	
932562	12/23/2025	STORMS CASEY ALLEN	\$153.00	Outstanding	
932563	12/23/2025	SWANSON LORI ANNETTE	\$38.60	Outstanding	
932564	12/23/2025	SWENSON STAN	\$18.30	Outstanding	
932565	12/23/2025	VAUDREY CHRISTA ELISE	\$17.60	Outstanding	
932566	12/23/2025	WALLACE MIRANDA LYNN	\$12.70	Outstanding	
932567	12/23/2025	WATSON RICHARD A	\$33.70	Outstanding	
Totals	Number of Checks: 47	Total:	\$2,982.60		

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
 FROM: 12/24/2025 TO: 12/24/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932568	12/24/2025	ABELMAN ALAN KENNETH	\$17.60	Outstanding	
932569	12/24/2025	ALBAUGH JASON DALE	\$29.20	Outstanding	
932570	12/24/2025	ALKIRE KRIS JOLYNNE	\$13.40	Outstanding	
932571	12/24/2025	ANDERSON SHAWN	\$20.40	Outstanding	
932572	12/24/2025	ANDRIE BENJAMIN ARTHUR	\$19.00	Outstanding	
932573	12/24/2025	BEALS TERESA	\$16.20	Outstanding	
932574	12/24/2025	BERKRAM GREG A	\$32.00	Outstanding	
932575	12/24/2025	BISTLINE LINDA LEE	\$26.00	Outstanding	
932576	12/24/2025	BRADEN JENNIFER	\$19.00	Outstanding	
932577	12/24/2025	BROWN BAILEY ROSE	\$43.20	Outstanding	
932578	12/24/2025	BURT RICHARD J	\$14.80	Outstanding	
932579	12/24/2025	CARMAN SHERRY LEE	\$41.80	Outstanding	
932580	12/24/2025	CURTIS LINDA L	\$20.40	Outstanding	
932581	12/24/2025	FERGUSON LUCAS BARNES	\$14.80	Outstanding	
932582	12/24/2025	FEUERSTEIN STEVEN V	\$27.40	Outstanding	
932583	12/24/2025	FREIVALDS PETER	\$21.80	Outstanding	
932584	12/24/2025	GREENO DANIELLE	\$17.60	Outstanding	
932585	12/24/2025	HALE LARRY T	\$33.00	Outstanding	
932586	12/24/2025	HAUGLAND ABIGAIL KAY	\$36.20	Outstanding	
932587	12/24/2025	HERGENRETER COLTON JAMES	\$27.80	Outstanding	
932588	12/24/2025	HERRON CLAY TRAVIS	\$23.20	Outstanding	
932589	12/24/2025	HILL REBECCA JEAN	\$47.40	Outstanding	
932590	12/24/2025	JERMUNSON KARL S	\$30.20	Outstanding	
932591	12/24/2025	KLOPPPEL ANNE MARIE	\$30.20	Outstanding	
932592	12/24/2025	LEE JAMISON MICHAEL	\$20.40	Outstanding	
932593	12/24/2025	MOOSEISELE PAMELA JOAN	\$17.60	Outstanding	
932594	12/24/2025	NAFTS AMANDA KAY	\$19.00	Outstanding	
932595	12/24/2025	NORMAN CHRISTY	\$37.20	Outstanding	
932596	12/24/2025	NOWAK JOHN MICHAEL	\$16.20	Outstanding	
932597	12/24/2025	O'NEILL CASSIE WYVONNEROBIN	\$62.40	Outstanding	
932598	12/24/2025	PERKINS MARJORIE A	\$17.60	Outstanding	
932599	12/24/2025	REID SHANE ALVIN	\$16.20	Outstanding	
932600	12/24/2025	RILEY STEVEN JAY	\$19.00	Outstanding	
932601	12/24/2025	ROADIFER ASHLEY MARIE	\$26.00	Outstanding	
932602	12/24/2025	SCHIMKE BRITTANY MARIE	\$21.80	Outstanding	
932603	12/24/2025	SLOCUM JAMES ALLEN	\$19.00	Outstanding	
932604	12/24/2025	SOUTH JULIE ANN	\$19.00	Outstanding	
932605	12/24/2025	STAHL JACOB ANTHONY	\$35.80	Outstanding	
932606	12/24/2025	THOMAS CORNELL S	\$30.60	Outstanding	
932607	12/24/2025	TOMPKINS DAMON V	\$30.60	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925

FROM: 12/24/2025 TO: 12/24/2025

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932608	12/24/2025	TORRES MICHELLE LYNN	\$27.80	Outstanding	
932609	12/24/2025	TRUSCOTT KRISTIN ANN	\$17.60	Outstanding	
932610	12/24/2025	WALKSOVERICE MARY	\$17.60	Outstanding	
932611	12/24/2025	WALTER TONIA ALVERTA	\$43.20	Outstanding	
932612	12/24/2025	WESTBROOK WILLIAM ROBERT	\$23.20	Outstanding	
932613	12/24/2025	WUNKER MICHELLE MARIE	\$27.80	Outstanding	
932614	12/24/2025	YOUNGSWALLOW ALLISON M	\$48.80	Outstanding	
932615	12/24/2025	Jimmy Johns	\$155.52	Outstanding	
Totals	Number of Checks: 48		Total:	\$1,392.52	

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: Support Letter - WHC 2026 History Grant

Submitted By: Erika Guy

TOPIC:

Support Letter - WHC 2026 History Grant

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Support Letter - WHC 2026 History Grant

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

January 15, 2026

To the Foundation for Montana History:

We are writing in support of the Yellowstone Western Heritage Center's application to the 2026 Regular History Grant for their Exterior Preservation Project. Yellowstone County owns the building and will support the proposed project. The Yellowstone County Director of Facilities will oversee the survey and supervise the exterior door repair. The Western Heritage Center Executive Director and Board of Directors will sign the contract and manage the writing, reporting and financial facilitation of the grant.

The Yellowstone Western Heritage Center (WHC) is applying for a grant to conduct a professional evaluation of the exterior original stonework of our building and repair a front exterior door. The project will consist of employing a qualified mason, familiar with the preservation of historic buildings, to conduct a survey of the building's exterior and make recommendations for its future care and restoration. Yellowstone County will repair the door for better public access. In 2022, an IMLS Collections Assessment for Preservation (CAP) program at our facility resulted in a ten-year plan for maintaining the building and collections. The Building Assessor identified six specific areas of the exterior stone considered critical and in poor condition. This evaluation is important to identify the actual extent of the damage and what the repairs will cost so that preservation action can be taken by the Western Heritage Center.

The Western Heritage Center provides visitors with an array of excellent exhibits, outstanding educational programs, scholarly oral history projects and extensive outreach activities. The Parnly Billings Library Building has been home to the Western Heritage Center since the museum's opening in 1971. We hope you look favorably on their application for the continuing preservation of this grand historic site that is so significant to Yellowstone County and Montana.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

A blue ink signature of Mark Morse, written in a cursive style.

Mark Morse, Chair

A blue ink signature of Michael J. Waters, written in a cursive style.

Michael J. Waters, Member

A blue ink signature of Chris White, written in a cursive style.

Chris White, Member

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: PILT budget adjustment

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

PILT Budget Adjustment

BACKGROUND:

A budget adjustment will be made to the PILT fund for the contribution to Help for Homeless Pets.

RECOMMENDED ACTION:

File.

Attachments

HHP

Yellowstone County

FINANCE
(406) 256-2754
(406) 254-7929 (FAX)



P.O. Box 35003
Billings, MT 59107-5003

January 12, 2026

Board of Yellowstone County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Board Members:

Please accept this letter as a written confirmation of our department's intent on making a budget transfer within the County Atty-Civil fund.

Your Policy #23-18 in Section N gives my department the authority to move up to \$50,000 within a fund. This has been routinely performed over the years where unexpended needs are projected for that fund. These are then recapped during the mid-year or end of year budget process for Board approval.

This letter is intended to inform the Board of our intent to move \$12,000 of budgeted expenditure authority from the Contingency account (2900.280.411800.850). This authority will be going to the Contracted Services account (2900.280.411800.397) to cover the contribution made by the BOCC to Help for Homeless Pets.

As stated above, these changes will be listed with other transfers and adjustments given to the Board for approval via resolution for midyear FY26.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Jennifer Jones".

Jennifer Jones
Finance & Budget Director

B.O.C.C. Regular

Meeting Date: 01/20/2026

Title: Contract with Hydrometrics Inc.

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Hydrometrics Inc.

BACKGROUND:

Contract with Hydrometrics Inc. for Brookwood Subdivision infiltration pond monitoring and evaluation.

RECOMMENDED ACTION:

File

Attachments

Contract

**Standard Form of Agreement between Owner
and Contractor on the Basis of a Stipulated Price
Brookwood Subdivision Infiltration Pond Monitoring and Evaluation**

This agreement is dated as of the 2nd day of January 2026, by and between Yellowstone County, Montana (hereinafter called Owner), and Hydrometrics Inc, (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work – See attached

2. Contract Times

This contract will be in effect from January 2, 2026 until January 2, 2027. Should any work outside the Scope of Work need to be performed both parties must agree in writing.

3. Contract Price - \$8,900.00

4. Contractors Representation

4.1 Contractor has examined and reviewed the Contract documents and other related paperwork.

4.2 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.

4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4.4 Contractor has given Owner 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 and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 The Contractor's proposal dated November 5, 2025.
- 5.3 Contractor's Certificate of Insurance, independent Contractor designation, and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.

- 6.2 Contractor, shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Dollars, (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence while performing any work or service and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain 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 work or service by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured for on-site work or Maintenance Service. In addition, Contractor will furnish to Yellowstone County a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County, are named as an additional insured under the Contractors insurance policy.

Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County from and against any and all claims demands, obligations causes

of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph of the Invitation to Bid shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

- 6.3 Contractor is required to maintain workers compensation insurance, or an independent contractor's exemption issued by the Montana Department of Labor covering Contractor and Contractor's employees. Contractor is not, nor is Contractor's workers, employees of Yellowstone County. Workers Compensation insurance or the exemption from the workers compensation obligation must be valid for the entire period.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.
- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana
- 6.8 Contractor agrees to defend, indemnify and hold harmless the County against all claims for injuries to person or damages to property occurred from or in Connection with the Contractors performance under the Agreement.
- 6.9 In the event of litigation between Contractor and the County, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, 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. Any subletting or subcontracting by the Contractor subjects contractors to the same provisions. In accordance with

section 49-3-207, MCA, the Contractor 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.

8.0 SUSPENSION AND TERMINATION

- 8.1 Without terminating this Agreement, the COUNTY may suspend the CONTRACTOR's Services following written notice to the CONTRACTOR. On the suspension date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. The 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 the CONTRACTOR be paid for Services rendered after the date of such suspension. If resumption of the CONTRACTOR's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The COUNTY shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the CONTRACTOR. On the termination date specified in the notice, the CONTRACTOR shall have ceased its Services in an orderly manner. If a new contractor is retained to, or the COUNTY will itself, complete the Services, the CONTRACTOR will cooperate fully with the COUNTY in preparing the new contractor or the COUNTY itself to take over completion of the Services on the specified termination date. The CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the COUNTY's notice to the CONTRACTOR, but in no case will the CONTRACTOR be paid for Services rendered after the date of such termination.
- 8.3 In the event of a material breach of this Agreement by the COUNTY, the CONTRACTOR shall have the right to terminate this Agreement thirty (30) days after written notice to the COUNTY specifying such material breach, unless the COUNTY has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective January 2, 2026.

OWNER:

Yellowstone County
Billings, MT 59101

CONTRACTOR:

Hydrometrics Inc.
1175 ~~4445~~ S. 25th St W, Suite 1
Billings, MT 59101

Jay Anderson
Public Works Deputy Director


Authorized Representative
VICE PRESIDENT