

OFFICIAL AGENDA
TUESDAY March 3, 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

9:00 a.m. BID OPENING

Open and Acknowledge RFP for Banking Services

9:00 a.m. ZONE CHANGE PUBLIC HEARING

County Zone Change 734, generally located at 481 S 56th St. is a zone change request from Agriculture 10+ acres (A) to Public Educational Campus (P3)

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

- a. Letter of Support - YAM Community Project Funding Program
- b. Letter of Support - Independent Park Bridge

2. FINANCE

- a. Recommendation of Award - Insurance Agent/Brokerage Services RFQ
- b. Change Order #3 - Dick Anderson Construction - Ostlund Building
- c. Request For Proposals - MetraPark Arena East Rock Face Stabilization

3. METRA PARK

AMR Services Agreement

4. PUBLIC WORKS

Notice of Intent to Award a Contract to Knife River - Billings for the Central Avenue & 48th Street West Intersection Improvements Project

5. SHERIFF

- a. Renewal of Rapid SOS (formerly I Am Responding) Subscription
- b. Golden Valley County Agreement for Adult Detention Service

6. HUMAN RESOURCES

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment

FILE ITEMS

1. AUDITOR

Payroll Audit February 1 to February 15, 2026

2. CLERK AND RECORDER

Board Minutes - MetraPark Advisory Board Minutes for February, 2026; Lockwood Irrigation District Board Minutes for January, 2026

3. COMMISSIONERS

Board Minutes - Heights Water District January & February 2026

4. FINANCE

Semi-Annual Bond Review with Travelers Insurance

5. HUMAN RESOURCES

February 1 - February 15 Payroll Audit

6. PUBLIC WORKS

Harris Park Maintenance Contract

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: 03/03/2026

Title: Open and Acknowledge RFP for Banking Services

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Open and Acknowledge RFP for Banking Services

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff for recommendation back to this board.

B.O.C.C. Regular

Meeting Date: 03/03/2026

SUBJECT: County Zone Change 734- 481 S 56th St. – from A to P3

THROUGH: Karen Husman

FROM: Karen Husman

TOPIC

County Zone Change 734, generally located at 481 S 56th St. is a zone change request from Agriculture 10+ acres (A) to Public Educational Campus (P3)

REQUEST

This is a zone change request from Agriculture 10+ acres (A) to Public Educational Campus (P3) on a portion of Tracts 2 & 3, C.O.S. 699, S09, T01 S, R25 E, approximately 6.5 acres of land. A pre-application neighborhood meeting was held on December 22, 2025, at the subject property 481 S 56th St West. Tax ID: D00472.

RECOMMENDATION

The Consolidated Yellowstone County Zoning Commission is recommending approval of the requested zone change and adoption of the findings of the 11 criteria for Zone Change 734.

APPLICATION DATA

OWNER: Rocky Vista University (RVU)

AGENT: Taylor Kasperick, Performance Eng.

LEGAL DESCRIPTION: a portion of Parcels 2 & 3, COS 699

ADDRESS: 481 S 56th St.

CURRENT ZONING: Agricultural (A)

EXISTING LAND USE: Equestrian facility, White Aspen Ranch

PROPOSED USE: University veterinary branch of RVU

SIZE OF PARCEL: approximately 6.6 acres of two parcels of land totaling 20.1 acres

CONCURRENT APPLICATIONS

None

APPLICABLE ZONING HISTORY

See attachments.

SURROUNDING LAND USE & ZONING

NORTH:

Zoning: Agriculture 10 acres and over (A)

Land Use: Agriculture

SOUTH:

Zoning: Agriculture 10 acres and over (A)

Land Use: Agriculture

EAST:

Zoning: Agriculture 10 acres and over (A) & General Commercial (C3)

Land Use: Agriculture & commercial personal storage

WEST:

Zoning: Agriculture 10 acres and over (A)
Land Use: Agriculture

BACKGROUND

The request before the Board is a zone change from Agriculture, 10+ acre minimum (A), to Public Educational Campus (P3) for a portion of the subject property. Approximately 6.6 acres are proposed to be rezoned to the P3 zoning district, while the remainder of the property would retain its existing agricultural zoning designation. The purpose of the proposed zone change is to allow development of this portion of the site as an extension of the Rocky Vista University (RVU) campus, specifically for a veterinary training and education facility. The anticipated development would include classrooms, instructional laboratories, and other related academic and support uses customarily associated with an educational campus focused on veterinary medicine and animal sciences.

The surrounding area is characterized by a mix of active agricultural operations and low-density rural residential neighborhoods. Properties in the vicinity generally consist of large parcels used for farming, livestock, equestrian activities, and single-family residences on acreage. This rural setting establishes a development pattern with relatively low building intensity, open space, and uses that are compatible with agricultural and animal-related activities. Within this context, the proposed rezoning of 6.6 acres to the P3 district is considered appropriate, as the intended educational use directly relates to and complements the existing agricultural character of the area. The proposed use is compatible with the existing veterinary clinic and equestrian riding and boarding facility currently operating on the property. All of these uses are centered on animal care, training, and education, creating a cohesive and complementary grouping of activities. While the veterinary clinic is permitted under the current agricultural zoning designation and would not be allowed as a stand-alone principal use within the P3 zoning district, it would remain on the property as an accessory and supportive use to the proposed educational campus. In this role, the clinic would enhance the instructional mission of the RVU facility by providing hands-on learning opportunities and practical training components for students, consistent with the goals of a veterinary education program.

The existing Agricultural (A) zoning district does not permit a college or university use, which necessitates the proposed zone change. The P3 Public Educational Campus zoning district is specifically intended to accommodate public or institutional educational facilities, including colleges, universities, and related instructional and support uses. Rezoning the subject acreage to P3 would provide an appropriate regulatory framework to allow the proposed development to occur in a manner that is consistent with county zoning standards, while also ensuring that future development is subject to site-specific review and applicable development regulations.

Surrounding properties are primarily zoned for agricultural use and are characterized by rural residential and agricultural activities. To the southeast, a General Commercial (C3) zoned property contains a commercial personal storage facility, which represents a more intensive use than what is proposed with the educational campus. In comparison, the P3 Educational Campus use is considered compatible with both the agricultural and limited commercial uses in the area, as it is institutional in nature, generally operates during defined hours, and does not generate the same level of noise, traffic, or activity typically associated with more intensive commercial or industrial development.

Overall, the proposed P3 Educational Campus zoning is consistent with the existing zoning pattern and rural character of the surrounding area. The rezoning would allow for a logical and orderly extension of an established educational institution while maintaining compatibility with adjacent agricultural and rural residential uses. The proposed zone change supports educational opportunities, aligns with the existing and historic use of the property for animal-related activities, and provides a reasonable transition between surrounding agricultural lands and nearby commercial development.

STAKEHOLDERS

Planning staff provided public notice of the application in accordance with zoning regulations, including notification to surrounding property owners, publication of a legal advertisement, and posting of the subject property. As of the date of this report, no written correspondence has been received from surrounding property owners regarding the proposed zone change.

The applicant held a pre-application neighborhood meeting on December 22, 2025, at the subject property 481 S 56th St West. One member of the public attended the meeting, Emily Brester, who is the ranch manager for RVU. No other members of the surrounding neighborhood notification area attended.

CONSOLIDATED YELLOWSTONE COUNTY ZONING COMMISSION MEETING

The Consolidated Yellowstone County Zoning Commission conducted a public hearing on Thursday, February 12, 2026.

Staff provided a brief presentation outlining the application and the recommendation contained in the staff report. The applicant's agent concurred with staff's recommendation and findings for approval, and stated that the proposed educational campus would be an asset to Rocky Vista University by providing an off-site large-animal veterinary educational clinic.

The Commissioners discussed potential impacts on the land and the subject property, including considerations related to water, wastewater, and traffic. Chairperson Bush explained that development of the property would trigger the need for applicable studies and permits, particularly those addressing traffic impacts and well and septic systems, and noted that the zone change itself would not address these concerns.

Commission member Hecker made a motion to forward a recommendation of approval based on the staff-recommended findings of the review criteria. Commission member Ellis seconded the motion, and it was approved by a 3–0 voice vote.

ALTERNATIVES

The Yellowstone County Board of County Commissioners may:

- Approve and adopt the findings of the eleven review criteria for Zone Change 734; or,
- Deny and adopt different findings of the eleven review criteria for Zone Change 734; or,
- Delay action on the zone change request for up to 30 days; or,
- Allow the applicant to withdraw the zone change request. The applicant has not requested the Commission consider withdrawal of the application.

FISCAL EFFECTS

Approval or denial of the proposed zone change will have no fiscal effects on the Planning Division budget.

SUMMARY

Prior to making a recommendation to the Board of County Commissioners, the Consolidated Yellowstone County Zoning Commission shall consider the findings of the 11 review criteria:

1. Is the new zoning designed in accordance with the Growth Policy?

The proposed zoning does comply with the following goals of the County Growth Policy:

- *Predictable land use decisions that are consistent with neighborhood character and preferred land use patterns and neighborhood plans*
- *New developments that are sensitive to and compatible with the character of adjacent development*
- *Promoting excellence in education and safe, healthy school facilities*

This portion of the county contains a mix of agricultural operations and low-density residential neighborhoods. Approximately 6.6 acres of the property are proposed to be rezoned to the

Public Educational Campus (P3) zoning district. The proposed zone change would allow the subject parcel to develop as a Rocky Vista University (RVU) extension for a veterinary training and education facility, including classrooms and related instructional uses. Integration of the educational facility within the existing equine operation is not considered a new or infill development, but rather a redevelopment of an existing property.

The proposed use is compatible with the existing veterinary clinic and equestrian riding and boarding facility currently operating on the property, as all uses are related to animal care, training, and education. While the veterinary clinic is allowed under the current agricultural zoning district and would not be permitted as a stand-alone use within the P3 zoning district, it would remain as an accessory and supportive use to the proposed educational campus. The existing agricultural zoning district does not permit a college or university use, which necessitates the proposed zone change. The new facility allows for educational opportunities which promote excellence in education throughout the community.

Surrounding properties are primarily zoned for agricultural use and are characterized by rural residential and agricultural activities. While the area does not have a neighborhood plan, the proposed

P3 Educational Campus is compatible with the existing zoning pattern and rural character of the surrounding area. The subject property is surrounded by a mix of agricultural operations and large-lot, low-density rural residential uses, as well as a General Commercial (C3) property to the southeast that contains a commercial personal storage facility.

2. Is the new zoning designed to secure from fire and other danger?

The subject property is currently served by the Billings Urban Fire Service Area (BUFSA). The property will have access from South 56th Street, a collector street. There should be adequate ingress and egress to the property for emergency vehicles. The property is currently served by private wells.

The existing and proposed zoning requires building separations, setbacks, and height limits that should provide security from fire or other public safety emergencies.

3. Will the new zoning facilitate the provision of transportation, water, sewerage, schools, parks and other public requirements?

Transportation: Development under the proposed zoning designation may result in a slight, intermittent increase in traffic on South 56th Street. Any traffic impacts would be evaluated further at the time of development review.

Water and Sewer: The property is currently served by a private well and septic system. Development of the property would require any necessary improvements to accommodate the proposed facility and would be required to meet all applicable state and local standards. The proposed use is compatible with existing infrastructure and is expected to place minimal demand on County resources.

Schools and Parks: The proposed use is not expected to affect primary or secondary school enrollment in the area, nor is it anticipated to increase demand for park or recreational facilities. The zone change is intended to accommodate an extension of the Rocky Vista University (RVU) campus and would positively support educational facilities within the college and university category.

Fire and Police: The subject property is served by the Billings Urban Fire Service Area (BUFSA) and the Yellowstone County Sheriff's Department. Fire protection services would continue to be provided by BUFSA regardless of the proposed zone change. Fire suppression and access requirements would be evaluated at the time of development plan review. The Fire Department and Sheriff's Department were notified of the proposed zone change and provided no comments at the time this staff report was completed.

4. Will the new zoning promote health and general welfare?

The proposed zone change is not expected to have a negative effect on the health, safety, or general welfare of the area. The rezoning would allow the subject parcel to develop as an extension of the Rocky Vista University (RVU) campus for a veterinary training and education facility,

including classrooms and related instructional uses. The proposed use is compatible with the existing veterinary clinic and equestrian riding and boarding facility on the property, as all uses are related to animal care, training, and education. While the veterinary clinic would not be permitted as a stand-alone use within the P3 zoning district, it would remain associated with and supportive of the educational campus. The existing agricultural zoning does not permit a college or university use, necessitating the proposed zone change. The P3 zoning would provide a predictable and organized use of the property and promote the health and general welfare of the surrounding area.

5. Will the new zoning provide adequate light and air?

The proposed zoning district establishes development standards related to minimum setbacks, maximum building height, and maximum lot coverage. These standards, as outlined in Table 27-500.1 of the zoning code, are intended to ensure orderly development while protecting the character of both the subject property and surrounding properties. Minimum setback requirements are established for front, side, and rear yards, with increased setbacks required where development faces or is adjacent to specified zoning districts. These setback provisions are designed to maintain adequate separation between structures, reduce potential land use conflicts, and ensure sufficient access to light, air, and open space for both the subject parcel and neighboring properties.

6. Will the new zoning affect motorized and non-motorized transportation?

Consistent with Criteria 3, the proposed zoning change itself will not directly increase traffic on adjacent county roads. While the zoning change alone does not generate traffic, future development of the property for university use may result in a modest increase in traffic on South 56th Street West, a principal arterial street. The extent of any traffic impacts would depend on student enrollment levels and class schedules and cannot be precisely determined at this time.

7. Will the new zoning be compatible with urban growth in the vicinity?

Consistent with Criteria 1, the surrounding area is primarily characterized by rural residential and agricultural development. The proposed zoning is compatible with surrounding land uses and with the existing veterinary clinic and equestrian riding and boarding facility currently operating on the property, as all uses are related to animal care, training, and education. While the veterinary clinic is allowed under the existing agricultural zoning and would not be permitted as a stand-alone use in the P3 zoning district, it would remain associated with and supportive of the educational campus. The current agricultural zoning does not permit a college or university use, necessitating the proposed zone change.

8. Does the new zoning consider the character of the district and the suitability of the property for particular uses?

The subject property is located in an area characterized by a mix of low-density residential development, along with agricultural uses. Surrounding zoning includes primarily Agricultural districts, with Large Lot Suburban Neighborhood (N4) zoning to the northeast (the Granite Park Subdivision). The property is well-suited for the P3 zoning district and the proposed educational use due to its size, location, and compatibility with existing land-use patterns in the area.

9. Will the new zoning conserve the value of buildings?

The proposed zoning would allow the subject parcel to develop as an extension of the RVU campus for a veterinary training and education facility, including classrooms and related instructional uses. The proposed use is compatible with surrounding development and with the existing veterinary clinic and equestrian riding and boarding facility on the property. As all uses are related to animal care, training, and education, the proposed zoning is not expected to negatively affect surrounding property values. Any future development will be required to comply with site development standards in the zoning code, including landscaping, building height, and setback requirements.

10. Will the new zoning encourage the most appropriate use of land in Yellowstone County?

Consistent with Criteria 1 and 7, the subject property is suitable for the uses allowed in the P3 zoning district. The proposed zoning represents an appropriate use of land in this area of the County and is compatible with surrounding rural residential and agricultural development. The zoning would allow continued integration of animal-related education, training, and care uses already present on the site. The existing agricultural zoning does not permit a college or university use, which necessitates the proposed zone change.

11. Will the new zoning be as compatible as possible with adjacent zoning in the City of Billings?

The subject property is not located near the City of Billings limits; therefore, compatibility with adjacent City zoning is not applicable.

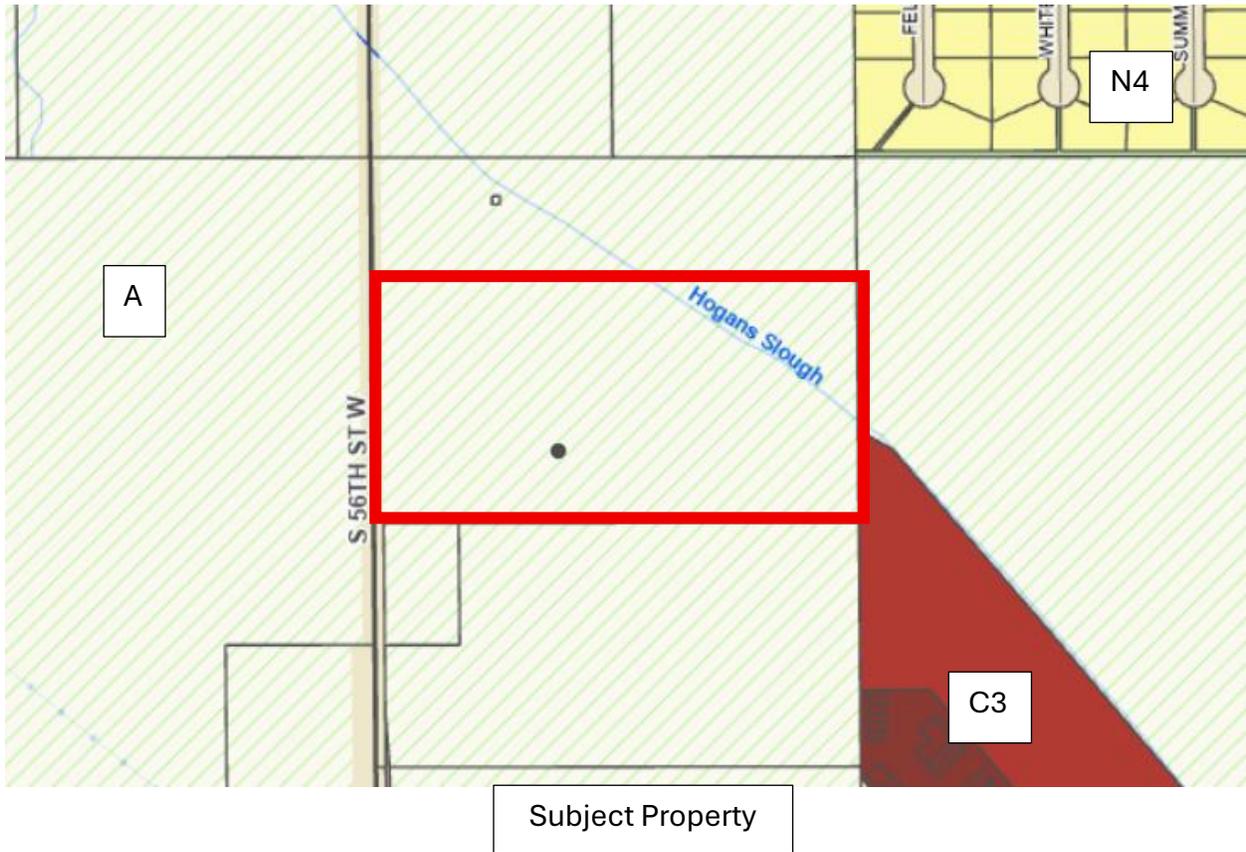
RECOMMENDATION

The Yellowstone County Consolidated Zoning Commission is recommending approval of the requested zone change and adoption of the findings of the 11 criteria for Zone Change 734.

Attachments

Zoning Map & Site Photos
Application & Applicant Letter
History
Site Plan
Neighborhood Meeting Info.

Attachments for Zone Change 734



Attachments for Zone Change 734



Subject Property



South

Attachments for Zone Change 734



East



West

Attachments for Zone Change 734

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COUNTY APPLICATION FORM

COUNTY ZONE CHANGE County Zone Change # _____ - Project # _____

The undersigned as owner(s) of the following described property hereby request a Zone Change as outlined in the Yellowstone County Unified Zoning Regulations.

Present Zoning: A - Agriculture 10+ Acres

Proposed Zoning: P3 - Educational Campus

Property Tax ID # D00472 COUNTY COMMISSIONER DISTRICT # 1

Legal Description of Property: Section 9, Township 01 S, Range 25 E, Portion of Tracts 2 and 3 of Certificate of Survey 699

Address or General Location (If unknown, contact County Public Works):

481 S 56th St W, Billings, MT 59106

Size of Parcel (Area & Dimensions): Dimensions shown on zoning exhibit.

Present Land-Use: Agricultural

Proposed Land-Use: Educational Campus

*** Additional information may be required as determined by the Zoning Coordinator in order to fully evaluate the application.

Owner(s) RVU Ranch, LLC

(Record Owner)

8401 S. Chambers Road; Englewood, Colorado, 80112

(Address)

720-874-2468

(Phone Number)

dforstein@rvu.edu

(email)

Agent(s): Taylor Kasperick

(Name)

3412 Colton Blvd., Suite 202, Billings, MT 59102

(Address)

(406) 384 - 0080 taylor@performance-ec.com

(Phone Number)

(Email)

I understand that the filing fee accompanying this application is not refundable, that it pays for the cost of processing, and that the fee does not constitute a payment for a Zone Change. Also, I attest that all the information presented herein is factual and correct.

Signature: Dr. David Forstein Date: 12/30/2025

DocuSigned by:

Dr. David Forstein

(Record Owner - Digital Signature Allowed)



3412 Colton Boulevard, Suite 202 • Billings, MT 59102 • 406-384-0080

Tracts 2 & 3 of C.O.S. 699

Zone Change Questions

1. Explain how the proposed project is consistent with the adopted Growth Policy, Neighborhood Plans, and other applicable city development policies.

The current zoning of the subject property is A – Agriculture 10+ acres. The rezoning of the 6.6-acre parcel to P3 Educational Campus District for use as a large-animal veterinary teaching facility is consistent with the Yellowstone County Growth Policy and the Zoning Code. It meets the criteria for zoning under the Growth policy by promoting public health and welfare, enabling institutional use, and preserving compatibility with surrounding land uses. The proposed zone change will allow for Rocky Vista University (RVU) to expand its educational services for the new Veterinary College to offer large animal teaching abilities and clinical specialties for large animals. This not only allows for increased teaching opportunity to students, but also helps develop young professionals in a field of work in desperate need for new providers.

2. Explain how the proposed zone change meets the 10 statutory criteria for a zone change.

a. Whether the new zoning is designed in accordance with the growth policy.

The proposed zoning is in accordance with the growth policy, as it places appropriate institutional use in a location that remains compatible with surrounding agricultural land uses. Rezoning from Agricultural to P3 Educational Campus follows the growth policy's objective for responsible long-term land use planning. Additionally, the proposed zone change and facility development capitalizes on existing infrastructure in the form of an equestrian facility and horse arena, and brings the existing facility into zoning compliance as other higher educational institutions currently use the facility for teaching.

b. Whether the new zoning is designed to secure from fire and other dangers.

The proposed development will ensure the property is secure from fire and other dangers by requiring the facility to meet all applicable fire and building codes. This site is also located outside of any floodplain.

c. Will promote public health, public safety and general welfare.

The proposed zoning will promote public welfare by supporting the development of an educational facility that will support the veterinary

Attachments for Zone Change 734

community and improve access to large-animal veterinary services. The further expansion and development of Rocky Vista University will continue to educate new doctors and veterinarians, thus leading to higher public health, safety, and general welfare.

d. Whether the new zoning will facilitate the adequate provision of transportation, water, sewerage, schools, parks and other public requirements.

The proposed development currently and will continue to rely on private on-site water and wastewater systems designed to meet state and county standards. The proposed use is compatible with existing infrastructure and will place minimal demand on county resources.

e. Whether the new zoning will provide adequate light and air.

The new zoning will not affect light and air quality. The zone change is proposed to ensure the property adheres to the requirements of the Yellowstone County Zoning Code. Any additional site lighting will be required to meet the County Zoning Code which includes provisions for lighting. Additionally, the planned development provides an abundance of open areas, for both animals and humans decreasing any impact to air.

f. Whether the new zoning will affect motorized and nonmotorized transportation.

The proposed zoning will have minimal impact on motorized and nonmotorized transportation. The site is already being used for equine training, generating regular vehicle trips. Converting the site to a veterinary teaching facility will not substantially increase the number of trips to the property. Vehicle access will meet Yellowstone County standards.

g. Whether the new zoning will promote compatible urban growth in the vicinity of cities or towns.

The proposed development would support compatible growth in the area by drawing in students and faculty from areas outside of Billings. By doing so, additional residents in Yellowstone County and Billings will drive demand for additional housing, commercial services, and amenities. As a low-intensity institutional use, it complements existing adjacent agricultural and rural properties, preserves open space, and promotes orderly development without contributing to urban sprawl.

h. Whether the new zoning considers the character of the district and the peculiar suitability of the property for particular uses.

The proposed zoning fits well with the character of the district and is suited by the proposed use, as the area is predominantly rural and agricultural, making it appropriate for a large-animal teaching facility. The proposed zoning from Agricultural (10+ Acres) to P3 (Educational Campus) allows these activities to be better suited with its intended use as an educational institution.

Attachments for Zone Change 734

i. Whether the new zoning will conserve the value of buildings.

The proposed zoning will conserve the value of buildings in the surrounding area, as rezoning to P3 will support educational use and compatibility with the surrounding area. The proposed zoning will also minimize urban sprawl, thus maintaining or increasing the property value of the surrounding area.

j. Whether the new zoning will encourage the most appropriate use of land throughout Yellowstone County.

The proposed development encourages appropriate use of land in Yellowstone County by placing a large-animal educational facility within an area that is already largely agricultural. The existing infrastructure and rural setting make it an ideal location for this land use type, and enables the planned facility to be in close proximity to RVU's existing Osteopathic Medicine and Veterinary Medicine Colleges located just east of the property near Shiloh Road and Rocky Vista Way

3. Explain how the proposed zone change fits in with the existing or planned developments within the area.

The proposed zoning aligns well with the existing and planned developments in the area, as the property is located in a predominately rural part of Yellowstone County where livestock use is common, making a large-animal veterinary facility a natural fit. The project is planned to preserve and use the existing equine facility on the property rather than introducing an incompatible use. Additionally, the educational use supported by the P3 zoning aligns with the county's long-term planning goals by promoting organized, low-intensity development that complements the surrounding land uses.

APPLICABLE ZONING HISTORY

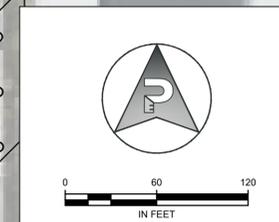
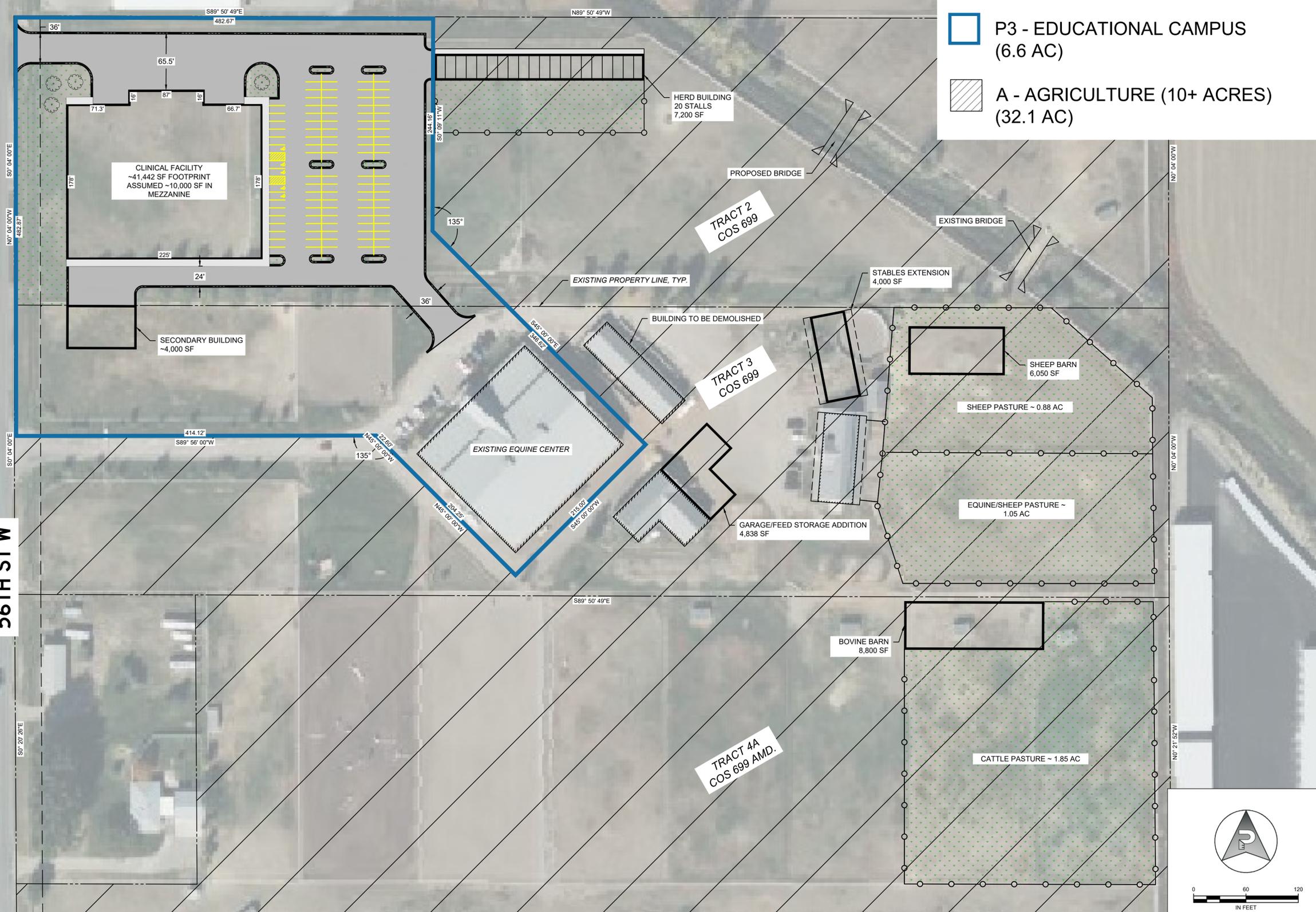
SUBJECT PROPERTY	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
COUNTY DISTRICTS	Zone Change	DATE	FOR	APPROVED (Y/N)	ADDITIONAL DATA
4745 Hesper	406	9/11/89	A-1 to A-S	Y	
4745 Hesper	436	3/19/93	A-S to A-1	Y	
4745 Hesper	484	11/4/97	A-1 to CC	N	
4745 Hesper	645	9/9/13	A-1 to CC	Y	
48 th & Hesper	684	2/5/18	A-1 to CC & A-S	Y	
Sunny Cove Fruit Farm (SCFF) Lot 59	487	2/3/98	R-150 to A-1	Y	NE corner of Colton & 60th
2530 66 th St. W	499	7/7/98	R-150 to A-1	Y	
SCFF Lot 103	542	5/29/01	A-1 to R-150	Y	
SCFF Lot 124	709	1/27/03	Ag to R-150	Annexation Denied by CC	No action taken on ZC
Grummon Sub.lt6	297	11/5/80	Chg to HC	N	
2602 Rockwood	60	9/30/75	R150 to RMO	Y	
610 Mauser	568	12/23/03	R96 to EGC	N	
2816 Old Hardin	152	10/25/77	R96 & NC to CC	Y	
2813 Old Hardin	359	5/29/84	CC to HC	N	
2748 Old Hardin	457	9/28/95	R150 to EGC	Y	
420 Cole	649	7/29/14	EGC to ELI	Y	
City	786	8/1/2006	R-96 to R-60	N	Withdrawn by owner
Terrace Est.	707	4/11/2022	N4, P1, A to RR1, RR3, P2	Y	

56TH ST W

PROPOSED ZONING MAP LEGEND

-  P3 - EDUCATIONAL CAMPUS (6.6 AC)
-  A - AGRICULTURE (10+ ACRES) (32.1 AC)

- PROPOSED BUILDINGS AS SHOWN
- CLINICAL BUILDING - 41,442 SF
 - SECONDARY CLINICAL BUILDING - 4,000 SF
 - HERD BUILDING/RUN-IN SHED - 7,200 SF
 - STABLES EXTENSION- 4,000 SF
 - SHEEP BARN - 6,050 SF
 - SHEEP PASTURE - 0.88 AC
 - EQUINE/SHEEP PASTURE - 1.05 AC
 - GARAGE/FEED STORAGE ADDITION - 4,838 SF
 - BOVINE BARN - 8,800 SF
 - CATTLE PASTURE - 1.85 AC



ADDENDUM/REVISION	DATE	BY	CHECKED BY
#	#	#	#
#	#	#	#
#	#	#	#
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VERIFY SCALE!
THESE PRINTS MAY BE REDUCED.
LINE BELOW MEASURES ONE-INCH ON ORIGINAL DRAWING.



MODIFY SCALE ACCORDINGLY

ALH
DESIGNED BY
ALH
DRAWN BY
QUALITY ASSURANCE
TJK
CHECKED BY

ZONING EXHIBIT



PERFORMANCE ENGINEERING
3412 COLTON BLVD, STE 202 (406) 384-0080
BILLINGS, MT 59102 performance-ec.com

RVU - WHITE ASPEN RANCH

PROPOSED ZONE CHANGE EXHIBIT

PROJECT NUMBER
2025-095

SHEET NUMBER
1 OF 1

DRAWING NUMBER
EX. A

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Attachments for Zone Change 734

DocuSign Envelope ID: FE8D2E04-468B-41B1-BCE9-DF141FC6FDE8

YELLOWSTONE COUNTY

Pre-Application Statement of Owner(s) or Agent(s)

The owner(s), contract purchasers (if any) and agents (if any) are required to submit this completed form on-line and any attachments along with a completed zone change application form, including any required fees, for a zone change to be processed by the Planning Division.

1. Present Zoning: A - Agriculture 10+ Acres
2. Written description of the Zone Change Plan including square footage or acres of proposed new zoning:
A change of the current zoning of A - Agriculture 10+ Acres to P3 - Educational Campus
for a portion of Tracts 2 and 3 of Certificate of Survey 699.
3. Subject Property Map: please attach to this form
4. Legal Description of Property: Section 9, Township 01 S, Range 25 E, Tracts 2 and 3 of Certificate of Survey 699,
Dimensions of zone change shown on zoning exhibit.
5. Roster of persons who attended the pre-application neighborhood meeting: please attach to this form
6. A copy of the meeting notice. please attach to this form
7. A brief synopsis of the meeting results. please attach to this form
8. The undersigned affirm the following:
 - a) The pre-application neighborhood meeting was held on the 22, day of December, 2025.
 - b) The zone change application is based on materials presented at the meeting.

Owner (s): RVU Ranch, LLC Telephone: 720-874-2468

Address: 8401 S. Chambers Road; Englewood, Colorado, 80112 Email: dforstein@rvu.edu

DocuSigned by:

Dr. David Forstein

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Agent (s): Taylor Kasperick (Performance Engineering) Telephone: (406) 384-0080

Address: 3412 Colton Blvd., Suite 202 Email: taylor@performance-ec.com

Billings, MT 59102

Taylor Jay Kasperick

Attachments for Zone Change 734



3412 Colton Blvd., Suite 202, • Billings, MT 59102 • (406) 384-0080

December 15th, 2025

Dear Interested Neighbor,

On behalf of Rocky Vista University, Performance Engineering, LLC, is writing to inform you of a zoning pre-application neighborhood meeting scheduled to be held on **Monday, December 22nd** at the **White Aspen Ranch Equine Facility**. Interested parties can attend the meeting at 5:30 PM. If attending, please plan to enter the White Aspen Ranch facility from 56th Street West (you will need to progress through the front gate), and park in front of the Arena.

The meeting is being held to discuss a proposed zone change regarding a portion of the White Aspen Ranch property along South 56th Street West. The owner is requesting the portion of the properties shown on the attached exhibit, and described below, to be rezoned:

A portion of Tracts 2 & 3 of Certificate of Survey No. 699, located in S 09, T 01 S, R 25 E, Yellowstone County, Montana, having a total area of approximately 6.6 acres.

The intent of the meeting is to make neighboring property owners aware of the proposed zoning change for the subject properties, discuss the potential for development, and to answer questions about the project. Below is a summary of the existing zoning and the proposed changes:

Existing Zone District	Existing Area (acres)	Proposed Zone District	Proposed Area (acres)
A	38.7	A	32.1
		P3	6.6

Yellowstone County generally describes the zoning districts included in this application as:

- A: Agriculture (10+ Acres)
- P3 – Educational Campus
- A total of 6.6 acres is included in the proposed zone change.

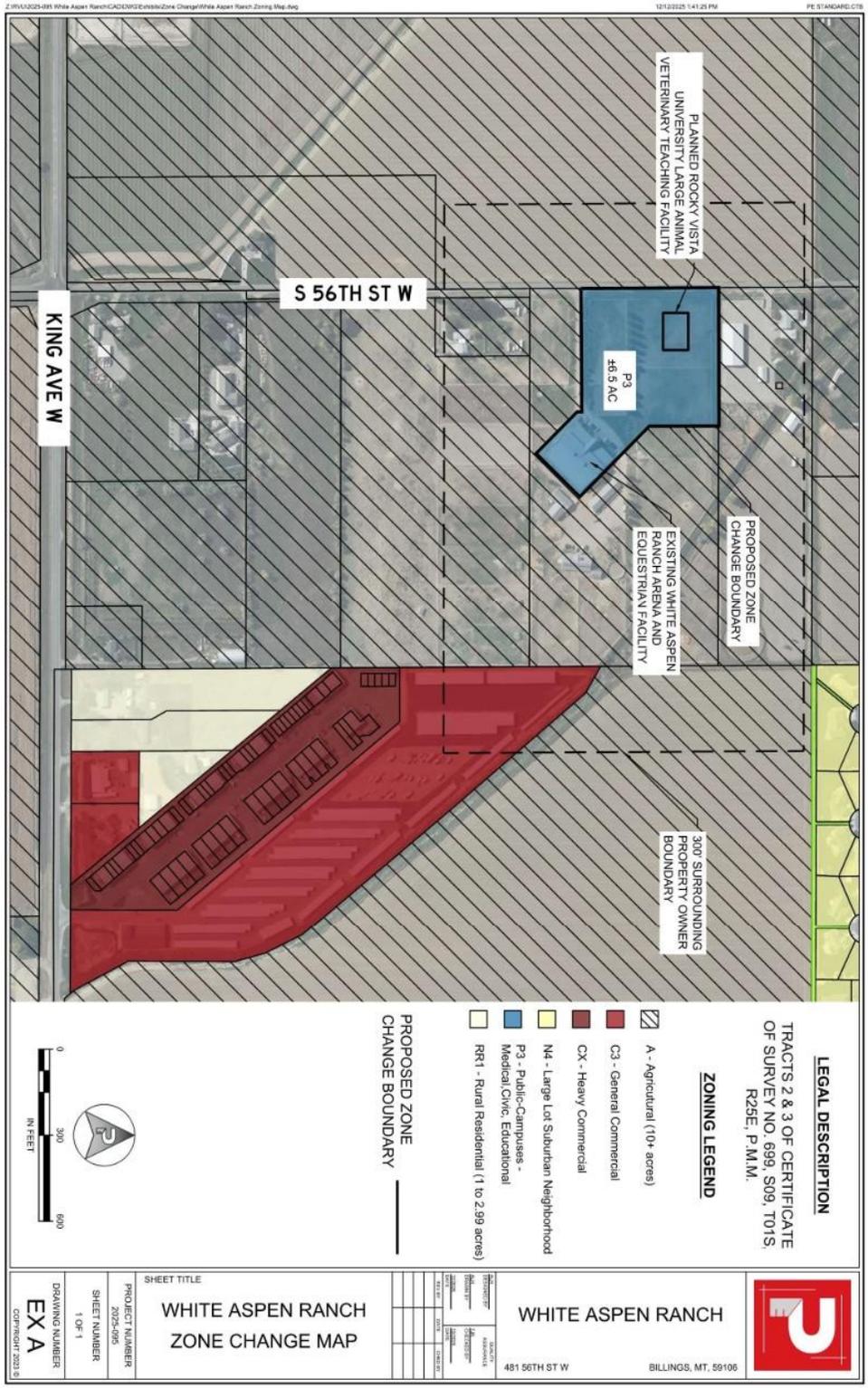
Representatives for Performance Engineering, LLC will be present at the meeting to answer questions from those who attend. For those unable to attend the meeting, written letters can be directed to Performance Engineering at 3412 Colton Boulevard, Suite 202, Billings, MT 59102, attention Taylor Kasperick, or emails may be sent to taylor@performance-ec.com. We look forward to discussing the proposed zone change with you and hope to see you at 5:30 PM on **December 22nd** at **481 56th St W, Billings, MT 59106 (White Aspen Ranch)**.

Thank you,

A handwritten signature in blue ink that reads "Taylor Kasperick".

Taylor Kasperick, PE
Project Manager

Attachments for Zone Change 734



LEGAL DESCRIPTION
 TRACTS 2 & 3 OF CERTIFICATE
 OF SURVEY NO. 699, S09, T01S
 R25E, P.1M1.

ZONING LEGEND

- A - Agricultural (10+ acres)
- C3 - General Commercial
- CX - Heavy Commercial
- N4 - Large Lot Suburban Neighborhood
- P3 - Public-Campuses - Medical, Civic, Educational
- RR1 - Rural Residential (1 to 2.99 acres)

PROPOSED ZONE
 CHANGE BOUNDARY



WHITE ASPEN RANCH

481 56TH ST W BILLINGS, MT, 59106

**WHITE ASPEN RANCH
 ZONE CHANGE MAP**

EX A
 DRAWING NUMBER
 2025-095
 SHEET NUMBER
 1 OF 1
 2025.09.11

B.O.C.C. Regular

1. a.

Meeting Date: 03/03/2026

Title: Letter of Support - YAM Community Project Funding Program

Submitted By: Erika Guy

TOPIC:

Letter of Support - YAM Community Project Funding Program

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

YAM Community Project Funding Program

Yellowstone County



COMMISSIONERS
(406) 256-2701

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

March 3, 2026

To Whom It May Concern:

On behalf of Yellowstone County, the Yellowstone County Commissioners write in support of the Yellowstone Art Museum and its request for funding through the FY 2027 Community Project Funding program.

Located in Billings, the Yellowstone Art Museum (YAM) serves as a cornerstone cultural institution for Yellowstone County and the broader region. Through its art exhibitions, the YAM brings nationally and regionally recognized artists to our community while providing residents and visitors with access to high-quality cultural experiences that enrich civic life.

The Museum's impact extends well beyond its gallery walls. Its comprehensive K-12 art education programs serve students across Yellowstone County, offering hands-on learning experiences that foster creativity, critical thinking, and problem-solving skills. These programs provide meaningful educational enrichment opportunities that complement classroom instruction and ensure that students from diverse backgrounds have access to the arts.

In addition, the Yellowstone Art Museum plays a vital role in preserving and sharing the history of Yellowstone County. Through its exhibitions and permanent art collections, the Museum documents and interprets the stories, landscapes, and people that define our community.

Investment through the FY 2027 Community Project Funding program would support essential community access initiatives that directly benefit Yellowstone County residents. Federal support for this project represents a strategic investment in education, economic vitality, tourism, and cultural preservation in our region.

The Yellowstone County Commissioners endorse this request and respectfully urge favorable consideration of funding for the Yellowstone Art Museum.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

B.O.C.C. Regular

1. b.

Meeting Date: 03/03/2026

Title: Letter of Support - Independent Park Bridge

Submitted By: Erika Guy

TOPIC:

Letter of Support - Independent Park Bridge

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Support Letter

Yellowstone County



COMMISSIONERS
(406) 256-2701

P.O. Box 35000
Billings, MT 59107-5000
bocc@yellowstonecountymt.gov

March 3, 2026

To Whom It May Concern,

The Yellowstone County Board of County Commissioners is pleased to offer its support to the Independent School District's request for funding through Phillips 66 to construct a new bridge in Independent Park, a county park.

Given the school's proximity to an existing pipeline, emergency access is necessary to ensure the safety of students, faculty and all users of the school. The proposed bridge will provide a critical secondary emergency access. The previously used handmade bridge of wooden planks is no longer viable, so a replacement structure is critical to ensure the safety of all users of the school facility.

The Yellowstone County Board of County Commissioners supports this funding opportunity as an efficient solution to address an important safety concern. The Board fully supports this request.

Thank you for your consideration.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

B.O.C.C. Regular

2. a.

Meeting Date: 03/03/2026

Title: Recommendation of Award - Insurance Agent/Brokerage Services RFQ

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Recommendation of Award - Insurance Agent/Brokerage Services RFQ

BACKGROUND:

An RFQ was released on November 12th, 2025 seeking a contract for insurance brokerage and consulting services. Four responses were received from Marsh McLennan Agency, HUB International, Seitz Insurance Agency and Leavitt Group. A selection committee reviewed and scored responses according to the RFQ criteria. After scoring and review, it is the committee's recommendation to award Marsh McLennan Agency and proceed with contract negotiations.

RECOMMENDED ACTION:

Approve notice and return a copy to Finance.

Attachments

NOIA - Insurance RFQ

Insurance RFQ Scoring Summary



Yellowstone County Finance Department

Notice of Intent to Award

Solicitation Title: Insurance Agent/Brokerage Services RFQ

Solicitation Close Date: January 26th, 2026

Notice of Intent to Award Posting Date: March 3rd, 2026

Yellowstone County intends to award a contract to the apparent successful bidder/offeror of the above-mentioned solicitation. This Notice of Intent to Award shall not be considered a binding commitment by the County.

In accordance with relevant statutes and policies, the County has made available for public inspection the relevant bid tab/scoring matrix for the above-mentioned solicitation. Comments from the public regarding the proposed award must be submitted in writing to the Purchasing Agent at the email address listed below within this seven-day notice period.

Purchasing Agent/Contact Information: Matt Kessler, mkessler@yellowstonecountymt.gov

Apparent Successful Offeror(s)

Marsh McLennan Agency

Unsuccessful Offeror(s)

HUB International

Seitz Insurance Agency

Leavitt Group

Insurance Agent/Brokerage Services RFQ Scoring

The selection committee used the following scoring criteria for evaluating the proposals.

Qualifications of the professional staff assigned to the project – **15pts**

Capability to meet time/capacity requirements – **15pts**

Location; ability to respond – **15pts**

Strategic planning approach – **10pts**

Experience – **20pts**

Recent/Current work for Cities and Counties; familiarity with local conditions – **20pts**

Overall quality of submittal – **5pts**

There were 3 committee members making a total of 300 points possible per proposal.

Participant	Total Score
Marsh McLennan Agency	299
Seitz Insurance Agency	233
HUB International	225
Leavitt Group	138

B.O.C.C. Regular

2. b.

Meeting Date: 03/03/2026

Title: Change Order #3 - Dick Anderson Construction - Ostlund Building

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #3 - Dick Anderson Construction - Ostlund Building

BACKGROUND:

The Finance Department is requesting Commissioners' approval for a change order with Dick Anderson Construction for the Ostlund Building contract. This change order includes removal and replacement of existing exterior storefront doors and DAC's general conditions and onsite supervision for the 5th floor permanent cooling work. This change order also adds \$35,000.00 to the project contingency.

RECOMMENDED ACTION:

Approve change order and return a copy to Finance.

Attachments

YCAB - Change Order #3 New Storefronts with Contingency



Dick Anderson Construction, Inc.
 4512 South Frontage Rd. PO Box 31511
 Billings, Montana 59107-1511
 Phone: (406) 248-3700
 Fax: (406) 248-3776

Project: 04-24-416 - ADMINISTRATION BUILDING RENO
 2825 3RD AVE N
 BILLINGS, Montana 59101

Prime Contract Change Order #003: New Exterior Storefront Doors

TO:	Yellowstone County PO Box 35015 Billings, 59107	FROM:	DICK ANDERSON CONSTRUCTION INC 3424 US Hwy 12 E Helena, Montana 59601
DATE CREATED:	2/11/2026	CREATED BY:	AJ Harmon (DICK ANDERSON CONSTRUCTION INC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	21 days	EXECUTED:	No
		SIGNED CHANGE ORDER RECEIVED DATE:	
CONTRACT FOR:	4416-YELLOW:Administration Building Reno	TOTAL AMOUNT:	\$114,442.01

DESCRIPTION:
 Provide and install new exterior storefront doors per RFI #152. Includes removal of existing storefront doors.

 Connect existing magnetic locks at exterior doors into the new fire alarm system. This was required by the City of Billings for certificate of occupancy.

 Access controls and fire alarm work associated with replacement of exterior storefronts.

 DAC general conditions and onsite supervision for the 5th floor permanent cooling work from March 2nd through March 20th 2026.

ATTACHMENTS:

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
003	New Exterior Storefront Doors	21 days	\$114,442.01
Total:			\$114,442.01

CHANGE ORDER LINE ITEMS:

PCO # 003: New Exterior Storefront Doors

#	Budget Code	Description	Amount
1	01-0035.L PROJECT MANAGER.Labor	Project Manager	\$1,725.00
2	01-0036.L SUPERINTENDENT.Labor	Superintendent	\$12,000.00
3	01-6406.R PICK-UP TRUCKS.Internal Equipment	Superintendent Vehicle	\$1,275.00
4	01-0081.G GAS & OIL.General	Gas & Oil	\$450.00
5	01-5110.G TEMP TOILET.General	Temp Toilets	\$250.00
6	01-5130.G TEMP PHONE.General	Cell Phones	\$250.00
7	08-4000.S ENTRANCE/STORE FRONT.Subcontract	New exterior storefronts	\$48,114.00
8	16-0001.S ELECTRICAL.Subcontract	Connect mag locks to fire alarm	\$820.00
9	16-0001.S ELECTRICAL.Subcontract	Electrical work associated with replacement of exterior storefronts	\$3,807.00

#	Budget Code	Description	Amount
10	02-0500.L DEMOLITION.Labor	Assist Associated Glass removing existing west and south storefronts	\$600.00
Subtotal:			\$69,291.00
Contingency (≈ 30.58%):			\$35,000.00
Insurance (0.87%):			\$995.65
Performance & Payment Bond (0.50%):			\$572.21
GC/CM Change Order Fee (6.50%):			\$7,438.73
1% MT GRT (1.00%):			\$1,144.42
Grand Total:			\$114,442.01

The original (Contract Sum)	\$14,993,235.00
Net change by previously authorized Change Orders	\$888,670.16
The contract sum prior to this Change Order was	\$15,881,905.16
The contract sum would be changed by this Change Order in the amount of	\$114,442.01
The new contract sum including this Change Order will be	\$15,996,347.17
The contract time will be increased by this Change Order by 21 days.	

Yellowstone County
PO Box 35015
Billings, 59107

DICK ANDERSON CONSTRUCTION INC
3424 US Hwy 12 E
Helena, Montana 59601

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

B.O.C.C. Regular

2. c.

Meeting Date: 03/03/2026

Title: Request For Proposals - MetraPark Arena East Rock Face Stabilization

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request For Proposals - MetraPark Arena East Rock Face Stabilization

BACKGROUND:

MetraPark is requesting Commissioners' approval to release a Request for Proposals seeking qualified rock stabilization contractors for the MetraPark Arena East Rock Face Stabilization project. Proposals must be received no later than 3:00PM on Monday, March 23rd, 2026. Proposals received after this deadline will not be considered. All timely proposals will be opened and acknowledged on Tuesday, March 24th, 2026, at 9:00AM during the Commissioners' regular board meeting.

RECOMMENDED ACTION:

Approve request and return a copy to Finance.

Attachments

RFP

RFP Exhibits

**REQUEST FOR PROPOSALS:
MetraPark Arena East Rock Face
Stabilization**



Yellowstone County, MT

I. INTRODUCTION

Yellowstone County is seeking qualified Rock Stabilization contractors for the **MetraPark Arena East Rock Face Stabilization Project** in Yellowstone County, MT.

Yellowstone County, the Owner for this project, intends to enter into an Agreement with the selected contractor that will include Design and Construction Services, with acceptance of a final total cost of the work proposal. All contractors that respond to this RFP will include all the information requested and a proposal for design and construction services. Contract documents will use applicable contracting documents. AIA Document A141 for a Design Build Agreement is proposed for use in contracting with the selected design-build contractor. Yellowstone County will select based on the RFP responses and scoring outlined herein.

The contractor will be selected from the proposals submitted in response to this Request for Proposals (RFP) document along with discussions with former and present clients. When selected, the Contractor will function as part of a team composed of Yellowstone County, MetraPark and others as determined by the Owner.

This RFP shall not commit the Owner to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The Owner reserves the right to accept or reject any and all responses received because of this RFP if it is in their best interest to do so.

This procurement is governed by the laws of the State of Montana and venue for all legal proceedings shall be the Thirteenth Judicial District, City of Billings, Yellowstone County. By offering to perform services under this Procurement, all Proposers agree to be bound by the laws of the State of Montana, and including, but not limited to, applicable wage rates, payments, gross receipts taxes, building codes, equal opportunity employment practices, safety, etc.

The State of Montana makes reasonable accommodations for any known disability that may interfere with an applicant's ability to compete in the bidding and/or selection process. In order for the state to make such accommodation, applicants must make known any accommodation needed to the individual project managers or agency contacts listed in the contract documents. Persons using TDD may call the Montana Relay Service at 1-800-253-4091.

II. PROJECT BACKGROUND AND DESCRIPTION

Introduction

The MetraPark Arena East Rock Face Project is located northeast of the MetraPark Arena and involves the stabilization of the existing fractured rock slope to protect adjacent infrastructure, public access areas, and facilities. This project must be completed by September 15, 2026 for full, beneficial use by MetraPark and cannot have construction occurring during the MontanaFair. We are expecting the Contractor to immediately be involved in meetings to discuss project costs, value engineering, schedule, lead time concerns, etc. following selection of a Contractor through this RFP process.

Project Location and Timeline

The project is located at 308 6th Ave N in Yellowstone County, MT.

The following is the intended timeline for the project:

Advertising Dates:	March 6, 13, and 20, 2026 in Yellowstone County News
Mandatory Virtual Pre- Proposal:	March 17, 2026 at 10:00 a.m. – Contact Matt Kessler via email for meeting invite: mkessler@yellowstonecountymt.gov
Proposal Due:	On March 30, 2026 by 3:00 p.m. at Yellowstone County Commissioners Office, 2825 3rd Ave N, Room 419, Billings, MT 59101. Proposals will be opened and acknowledged on March 31, 2026, at the Commissioner's regular meeting.
Award Schedule:	Review and recommendation to County Commissioners planned to be completed within one week of receipt of proposals, with two weeks anticipated for contracting with the selected contractor.

III.CONSTRUCTION COMPLETION

The design and construction of the proposed rock face stabilization shall adhere to all applicable codes, standards, safety and best practices for rockfall mitigation. The purpose of this project is to provide a long-term, low-maintenance stabilization system that eliminates rockfall risk to the public and infrastructure surrounding the MetraPark Arena. The design shall prioritize public safety, durability, and constructability while maintaining a visually compatible appearance with the surrounding environment. A performance-based approach shall be used to allow contractor flexibility in means and methods, provided that all minimum design and performance requirements outlined below are satisfied or exceeded.

- Prequalification’s:
 - See appendix C section 00911
- Design Intent and Objectives
 - Provide permanent stabilization of the fractured rock slope behind the MetraPark Arena to prevent rockfall hazards.
 - Implement a performance-based stabilization system capable of preventing block detachment or restricting block detachment to fall adjacent to face.
 - Maintain access for inspection, maintenance, and future repair without requiring full removal of the system
 - Use proven materials and methods that ensure a minimum design life of 20 years under Montana environmental exposure conditions.

- Design Parameters

Parameter	Design Requirements
Design Life	Minimum of 20 years of functional service life with routine inspections and maintenance.
Slope Geometry	Rock face inclined 45°-70° maximum height approximately 35-40 ft
Rock Type	See attached plan sheets
Environmental Exposure	Subject to freeze- thaw cycles, precipitation, UV radiation and surface runoff
Structural Loading	Per applicable code

- Stabilization and Containment Systems

- A. Rock Scaling and Surface Preparation

- Contractor shall remove loose and unstable rock prior to installation of permanent systems unless impractical.
- All vegetation and debris shall be cleared within work limits prior to installation.
- Contractor to repair damage to supported sidewalk system beneath rock face, if damaged by equipment or rock during the course of the work. All sidewalk beneath rock face project area is supported sidewalk.

- B. Mesh Netting System

- Double-twisted steel wire mesh or high-tensile steel ring netting.
- Wire tensile strength ≥ 1770 MPa.
- Mesh opening size: 3" \times 3" to 4" \times 4" (typical for draped or pinned systems).
- Minimum corrosion protection: hot-dip galvanized with PVC or Zn-Al coating per ASTM A975 and A641.

- C. Mesh Installation

- Mesh shall be anchored at top, sides, and toe of slope using boundary cables or tensioned anchors.
- Overlaps shall be lapped ≥ 12 " and secured with hog rings or wire ties.
- All mesh shall maintain continuous contact with the slope surface or conform to design drape profiles.

- D. Anchoring and Support System

- Anchor Type
 - Grouted rock bolts, self-drilling anchors, or mechanical expansion anchors as appropriate for subsurface conditions.
 - Minimum diameter: 1.0–1.25 inches (25–32 mm).
 - Minimum embedment: 6 ft into competent rock or as determined by design.

E. Optimal System Components

- Spot Bolting: For local block stabilization where mesh cannot provide full contact.

F. Edge and Termination Treatments

- Top-of-slope anchor ropes or plates shall be designed to resist full system load.
- Bottom and lateral terminations to prevent rock migration or mesh displacement.

• Data Collection and Documentation

- Topographic Mapping: Limited survey mapping prepared and included with attached plan sheet showing size of project area and associated elevations. If additional data is necessary for design, it is Contractor's responsibility.
- Geotechnical Evaluation: No data prepared for inclusion in bidding. Contractor is to notify owner prior to bid if this data must be obtained for purposes of bid.
- Design Submittals:
 - Scaled design drawings showing mesh layout, anchor pattern, and system details.
 - Structural calculations for anchors, cables, and mesh.
 - Material certifications and testing reports.
 - Installation procedures and quality assurance plan.

• Performance and Quality Control

- Inspection & Testing:
 - Owner or others at their direction to inspect key milestones including scaling completion, anchor installation, and mesh tensioning.
 - Anchor load testing and visual acceptance of mesh installation are mandatory before acceptance.
- Acceptance Criteria:
 - Mesh fully tensioned, securely fastened, and visually uniform.
 - No visible gaps between mesh and rock surface.
 - Documentation of testing and installation signed by PE completed by Contractor.

• Maintenance and Access

- Design shall accommodate inspection and maintenance access by rope or manlift.
- Contractor shall prepare a Post-Construction Maintenance Plan including recommended inspection frequency (e.g., annual visual inspection and after major storm events).
- The maintenance plan shall describe replacement methods for mesh panels and re-tensioning of anchors if required.

• Environmental and Aesthetic Considerations

- Contractor shall minimize vegetation removal and disturbance to adjacent public areas.
- Erosion and sediment control to comply with Yellowstone County and Montana DEQ requirements.

- Deliverables
 - Stamped design drawings and calculations by a Montana-licensed Professional Engineer.
 - Construction work plan and safety plan.
 - Anchor testing reports and as-built documentation.
 - Post-installation inspection and maintenance manual.

- Permitting and Coordination
 - Contractor shall coordinate with Yellowstone County and MetraPark management for access, scheduling, and safety.
 - All necessary permits and notifications shall be the responsibility of the Contractor.
 - Construction activities must maintain safe public access and minimize disruption to Arena operations.

SCOPE OF CONSTRUCTION SERVICES

It is anticipated that the successful Contractor will enter into a contract with Yellowstone County for design and construction of the arena rock wall stabilization project, provided an agreeable total cost for the work on the project can be reached by all parties. The Owner reserves the right to accept or reject any and all responses received as a result of this RFP if it is in their best interest to do so.

Under this RFP, the selection procedure is intended to evaluate the capabilities of interested contractors to provide services for this Project. The responses to this RFP will be evaluated by the selection committee in accordance with the criteria listed below. The contractor will be selected based on the overall merit of its proposal, references, and information obtained from any other reliable source.

The following constitute the criteria for the selection committee to evaluate proposals:

1. Firm Information (10 points)

- a. Firm Experience:
Describe your firm's experience with projects of similar site, size, type, and complexity. Please provide a minimum of 3 projects.
- b. References:
Provide contact information for the Owner for the last three (3) contracts completed.

2. The Project Team (5 points)

- a. Provide a list of names and define the relationship of management individuals that you will commit to this Project. Include project management, field management, superintendent(s), estimators.
- b. For each team member:
 - i. Describe their responsibility on this Project.
 - ii. Describe their experience and how it is relevant to this project. Demonstrate the proposed key personnel's specific experience on projects of similar type, size and scope.
 - iii. Indicate the amount of time commitment available to this Project during

the construction phase. What other projects are they assigned to and for what duration?

- iv. Identify their length of employment with your firm and, if less than three years, prior firm(s).

3. *Project Management and Approach (40points)*

- a. Company's ability and approach to:
 - i. Managing schedules
 - ii. Constructability
 - iii. Ability for MetraPark to maintain proposed solution
 - iv. Scheduling and Project Communication
 - v. Project safety – Provide your incident rate and EMR or loss ratio
 - vi. Provide your construction change order overhead and profit mark-ups
 - vii. Provide your construction change order overhead and profit mark up on subcontractors (if any)

4. *Proposed Fees and Costs (45 points)*

- a. Construction Estimate

Include all costs for your proposed scope of work. Please list all assumptions, permits, etc. A lump sum number will not be accepted. Your estimate should be broken down, at a minimum, into mobilization, taxes, bonds, and insurance, and bolting and/or mesh system. The cost should consider separation of only completing the publicly accessible area or completing the work in full. Area estimates of these two work sections are included on the attached exhibits. If only publicly accessible area is completed, a cost and proposed approach is requested to be included to protect generators only. Your approach to this estimate is very important. It will demonstrate your ability to prepare an estimate, willingness to show all aspects of your estimate, and ability to incorporate costs to elements not shown on the plans but required by code.

Estimates are not required to be in a specific format. Use a format that you are comfortable using.

This information will be evaluated to determine reasonableness and evaluate potential performance risks. In this context, reasonableness may be determined by comparing offered prices or other critical factors. This determination will be at the sole discretion of the committee and the County. The County reserves the right to cancel the RFP and re-solicit via another mechanism should a fair and reasonable price not be achieved or reasonableness of price cannot be determined.

V. SUBMITTAL OF INFORMATION

Four (4) written responses and a PDF e-mail to this RFP must be **received** at:

Yellowstone County Commissioners Office
2825 3rd Ave, N, Room 419 Billings, MT 59101
mkessler@yellowstonecountymt.gov

By March 30, 2026 3:00pm MST

All questions and contacts regarding this RFP must be submitted **IN WRITING** to:

Matt Kessler
mkessler@yellowstonecountymt.gov

406-256-2717

VI. INSTRUCTIONS TO PROPOSERS

Proposals must:

1. Follow the format outlined in the Selection Procedure above.
2. Be signed by an officer or principal of your firm.

VII. ATTACHMENTS

The following exhibits are incorporated in this RFP:

Appendix A: Montana State Prevailing Wage Rates – Building Construction (2026; however, the rates effective at the time of issuance of the Agreement shall apply)

Appendix B: Plan sheets of proposed rock stabilization area.

Appendix C: Section 00911- Rock Scaling Special Provisions

APPENDIX A:

MONTANA
PREVAILING WAGERATESFORHEAVY CONSTRUCTIONSERVICES2025
Effective July 1, 2025

**Note: These are revised 2025 rates and supersede the rates that were
published on January 11, 2025**

Greg Gianforte, Governor
State of Montana

Sarah Swanson, Commissioner
Department of Labor & Industry

To obtain copies of prevailing wage rate schedules, or for information relating to public works projects and payment of prevailing wage rates, visit ESD at erd.dli.mt.gov/labor-standards or contact:

Employment Standards Division
Montana Department of Labor and Industry
P. O. Box 8011
Helena, MT 59604
Phone 406-444-6543

The department welcomes questions, comments, and suggestions from the public. In addition, we'll do our best to provide information in an accessible format, upon request, in compliance with the Americans with Disabilities Act.

MONTANA PREVAILING WAGE REQUIREMENTS

The Commissioner of the Department of Labor and Industry, in accordance with Sections 18-2-401 and 18-2-402 of the Montana Code Annotated (MCA), has determined the standard prevailing rate of wages for the occupations listed in this publication.

The wages specified herein control the prevailing rate of wages for the purposes of Section 18-2-401, et seq., MCA. It is required each employer pay (as a minimum) the rate of wages, including fringe benefits, travel allowance, zone pay and per diem applicable to the district in which the work is being performed as provided in the attached wage determinations.

All Montana Prevailing Wage Rates are available on the internet at erd.dli.mt.gov/labor-standards or by contacting the department at (406) 444-6543.

In addition, this publication provides general information concerning compliance with Montana's Prevailing Wage Law and the payment of prevailing wages. For detailed compliance information relating to public works contracts and payment of prevailing wage rates, please consult the regulations on the internet at erd.dli.mt.gov/labor-standards or contact the department at (406) 444-6543.

SARAH SWANSON
Commissioner
Department of Labor and Industry
State of Montana

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A. Date of Publication January 13, 2025

B. Definition of Heavy Construction

The Administrative Rules of Montana (ARM), 24.17.501(4) – (4)(b), states “Heavy construction projects include, but are not limited to, those projects that are not properly classified as either ‘building construction’, or ‘highway construction.’”

Heavy construction projects include, but are not limited to, antenna towers, bridges (major bridges designed for commercial navigation), breakwaters, caissons (other than building or highway), canals, channels, channel cut-offs, chemical complexes or facilities (other than buildings), cofferdams, coke ovens, dams, demolition (not incidental to construction), dikes, docks, drainage projects, dredging projects, electrification projects (outdoor), fish hatcheries, flood control projects, industrial incinerators (other than building), irrigation projects, jetties, kilns, land drainage (not incidental to other construction), land leveling (not incidental to other construction), land reclamation, levees, locks and waterways, oil refineries (other than buildings), pipe lines, ponds, pumping stations (prefabricated drop-in units – not buildings), railroad construction, reservoirs, revetments, sewage collection and disposal lines, sewers (sanitary, storm, etc.), shoreline maintenance, ski tows, storage tanks, swimming pools (outdoor), subways (other than buildings), tipples, tunnels, unsheltered piers and wharves, viaducts (other than highway), water mains, waterway construction, water supply lines (not incidental to building), water and sewage treatment plants (other than buildings) and wells.”

C. Definition of Public Works Contract

Section 18-2-401(11)(a), MCA defines “public works contract” as “...a contract for construction services let by the state, county, municipality, school district, or political subdivision or for nonconstruction services let by the state, county, municipality, or political subdivision in which the total cost of the contract is in excess of \$25,000...”.

D. Prevailing Wage Schedule

This publication covers only Heavy Construction occupations and rates in the specific localities mentioned herein. These rates will remain in effect until superseded by a more current publication. Current prevailing wage rate schedules for Building Construction, Highway Construction and Nonconstruction Services occupations can be found on the internet at <https://erd.dli.mt.gov/labor-standards/state-prevailing-wage-rates/> or by contacting the department at (406) 444-6543.

E. Rates to Use for Projects

ARM, 24.17.127(1)(c), states “The wage rates applicable to a particular public works project are those in effect at the time the bid specifications are advertised.”

F. Wage Rate Adjustments for Multiyear Contracts

Section 18-2-417, MCA states:

“(1) Any public works contract that by the terms of the original contract calls for more than 30 months to fully perform must include a provision to adjust, as provided in subsection (2), the standard prevailing rate of wages to be paid to the workers performing the contract.

(2) The standard prevailing rate of wages paid to workers under a contract subject to this section must be adjusted 12 months after the date of the award of the public works contract. The amount of the adjustment must be a 3% increase. The adjustment must be made and applied every 12 months for the term of the contract.

(3) Any increase in the standard rate of prevailing wages for workers under this section is the sole responsibility of the contractor and any subcontractors and not the contracting agency.”

G. Fringe Benefits

Section 18-2-412, MCA states:

“(1) To fulfill the obligation...a contractor or subcontractor may:

(a) pay the amount of fringe benefits and the basic hourly rate of pay that is part of the standard prevailing rate of wages directly to the worker or employee in cash;

(b) make an irrevocable contribution to a trustee or a third person pursuant to a fringe benefit fund, plan, or program that meets the requirements of the Employee Retirement Income Security Act of 1974 or that is a bona fide program approved by the U. S. department of labor; or

(c) make payments using any combination of methods set forth in subsections (1)(a) and (1)(b) so that the aggregate of payments and contributions is not less than the standard prevailing rate of wages, including fringe benefits and travel allowances, applicable to the district for the particular type of work being performed.

(2) The fringe benefit fund, plan, or program described in subsection (1)(b) must provide benefits to workers or employees for health care, pensions on retirement or death, life insurance, disability and sickness insurance, or bona fide programs that meet the requirements of the Employee Retirement Income Security Act of 1974 or that are approved by the U. S. department of labor.”

Fringe benefits are paid for all hours worked (straight time and overtime hours). However, fringe benefits are not to be considered a part of the hourly rate of pay for calculating overtime, unless there is a collectively bargained agreement in effect that specifies otherwise.

H. Dispatch City

ARM, 24.17.103(11), defines dispatch city as *“...the courthouse in the city from the following list which is closest to the center of the job: Billings, Bozeman, Butte, Great Falls, Helena, Kalispell, Miles City, Missoula and Sidney.”*

I. Zone Pay

Zone pay is not travel pay. ARM, 24.17.103(25), defines zone pay as *“...an amount added to the base pay; the combined sum then becomes the new base wage rate to be paid for all hours worked on the project. Zone pay must be determined by measuring the road miles one way over the shortest practical maintained route from the dispatch city to the center of the job.”* See section H above for a list of dispatch cities.

J. Computing Travel Benefits

ARM, 24.17.103(23), states *“ ‘Travel pay,’ also referred to as ‘travel allowance,’ is and must be paid for travel both to and from the job site, except those with special provisions listed under the classification. The rate is determined by measuring the road miles one direction over the shortest practical maintained route from the dispatch city or the employee’s home, whichever is closer, to the center of the job.”* See section H above for a list of dispatch cities.

K. Per Diem

ARM, 24.17.103(19), states *“ ‘Per diem’ typically covers costs associated with board and lodging expenses. Per diem is paid when an employee is required to work at a location outside the daily commuting distance and is required to stay at that location overnight or longer.”*

L. Apprentices

Wage rates for apprentices registered in approved federal or state apprenticeship programs are contained in those programs. Additionally, Section 18-2-416(2), MCA states, *“...The full amount of any applicable fringe benefits must be paid to the apprentice while the apprentice is working on the public works contract.”* Apprentices not registered in approved federal or state apprenticeship programs will be paid the appropriate journey level prevailing wage rate when working on a public works contract.

M. Posting Notice of Prevailing Wages

Section 18-2-406, MCA, provides that contractors, subcontractors, and employers who are “...performing work or providing construction services under public works contracts, as provided in this part, shall post in a prominent and accessible site on the project or staging area, not later than the first day of work and continuing for the entire duration of the project, a legible statement of all wages and fringe benefits to be paid to the employees.”

N. Employment Preference

Sections 18-2-403 and 18-2-409, MCA require contractors to give preference to the employment of bona fide Montana residents in the performance of work on public works contracts.

O. Projects of a Mixed Nature

Section 18-2-418, MCA states:

“(1) The contracting agency shall determine, based on the preponderance of labor hours to be worked, whether the public works construction services project is classified as a highway construction project, a heavy construction project, or a building construction project.

“(2) Once the project has been classified, employees in each trade classification who are working on that project must be paid at the rate for that project classification”

P. Occupations Definitions

You can find definitions for these occupations on the following Bureau of Labor Statistics website:

http://www.bls.gov/oes/current/oes_stru.htm

Q. Welder Rates

Welders receive the rate prescribed for the craft performing an operation to which welding is incidental.

R. Foreman Rates

Rates are no longer set for foremen. However, if a foreman performs journey level work, the foreman must be paid at least the journey level rate.

S. Proper Classification for Pipefitter and Laborer/Pipelayer Work on Water and Waste Water Treatment Plants The proper classification for the following work is Pipefitter, when it is performed inside a building structure or performed at a location which will later be inside of a building: Joining steel pipe larger than 12 inches in diameter with bolted flange connections that has been pre-fabricated off site and does not require any modification such as cutting, grinding, welding, or other fabrication in order to be installed. All other work previously classified as pipefitter remains in that classification. The proper classification for that work when it is at a location that will always be outside a building is Pipelayer, which is under the Laborer Group 3 classification.

WAGE RATES

BOILERMAKERS

Wage	Benefit
\$35.30	\$34.00

Duties Include:

Construct, assemble, maintain, and repair stationary steam boilers, boiler house auxiliaries, process vessels, pressure vessels and penstocks. Bulk storage tanks and bolted steel tanks.

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Travel and Per Diem:

No travel or per diem established.

BRICK, BLOCK, AND STONE MASONS

Wage	Benefit
\$32.32	\$16.78

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Travel:

0-70 mi. free zone
>70-90 mi. \$60.00/day
>90 mi. \$80.00/day

CARPENTERS

Wage	Benefit
\$36.49	\$17.45

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

CEMENT MASONS AND CONCRETE FINISHERS

Wage	Benefit
\$38.54	\$17.04

Duties Include:

Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, or curbs. Align forms for sidewalks, curbs, or gutters.

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Zone Pay:

0-30 mi free zone
30-60 mi base pay+2.95/hr.
>60 mi base pay+4.75/hr.

CONSTRUCTION EQUIPMENT OPERATORS GROUP 1

Wage	Benefit
\$31.51	\$15.73

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Compressor; Auto Fine Grader; Belt Finishing; Boring Machine (Small); Cement Silo; Crane, A-Frame Truck Crane; Crusher Conveyor; DW-10, 15, and 20 Tractor Roller; Farm Tractor; Forklift; Form Grader; Front-End Loader, under 1 cu. yd; Oiler, Herman Nelson Heater; Mucking Machine; Oiler, All Except Cranes/Shovels; Pumpman.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 2

Wage	Benefit
\$32.88	\$15.15

Per Diem:
0-75 mi free zone
>75 mi \$70/day

This group includes but is not limited to:

Air Doctor; Backhoe\Excavator\Shovel, up to and incl. 3 cu. yds; Bit Grinder; Bituminous Paving Travel Plant; Boring Machine, Large; Broom, Self-Propelled; Concrete Travel Batcher; Concrete Float & Spreader; Concrete Bucket Dispatcher; Concrete Finish Machine; Concrete Conveyor; Distributor; Dozer, Rubber-Tired, Push, & Side Boom; Elevating Grader\Gradall; Field Equipment Serviceman; Front-End Loader, 1 cu. yd up to and incl. 5 cu. yds; Grade Setter; Heavy Duty Drills, All Types; Hoist\Tugger, All; Hydralift Forklifts & Similar; Industrial Locomotive; Motor Patrol (except finish); Mountain Skidder; Oiler, Cranes\Shovels; Pavement Breaker, EMSCO; Power Saw, Self-Propelled; Pugmill; Pumpcrete\Grout Machine; Punch Truck; Roller, other than Asphalt; Roller, Sheepsfoot (Self-Propelled); Roller, 25 tons and over; Ross Carrier; Rotomill, under 6 ft; Trenching Machine; Washing /Screening Plant

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 3

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Asphalt Paving Machine; Asphalt Screed; Backhoe\Excavator\Shovel, over 3 cu. yds; Cableway Highline; Concrete Batch Plant; Concrete Curing Machine; Concrete Pump; Cranes, Creter; Cranes, Electric Overhead; Cranes, 24 tons and under; Curb Machine\Slip Form Paver; Finish Dozer; Front-End Loader, over 5 cu. yds; Mechanic\Welder; Pioneer Dozer; Roller Asphalt (Breakdown & Finish); Rotomill, over 6 ft; Scraper, Single, Twin, or Pulling Belly-Dump; YO-YO Cat Haul Truck, Articulating Trucks, Vac Truck.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 4

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Asphalt\Hot Plant Operator; Cranes, 25 tons up to and incl. 44 tons; Crusher Operator; Finish Motor Patrol; Finish Scraper.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 5

Wage	Benefit
\$38.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 45 tons up to and incl. 74 tons.

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 6

Wage	Benefit
\$40.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 75 tons up to and incl. 149 tons; Cranes, Whirley (All).

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CONSTRUCTION EQUIPMENT OPERATORS GROUP 7

Wage	Benefit
\$42.00	\$16.35

Per Diem:
0-75 mi. free zone
>75 mi. \$110.00/Day

This group includes but is not limited to:

Cranes, 150 tons up to and incl. 250 tons; Cranes, over 250 tons—add \$1.00 for every 100 tons over 250 tons; Crane, Tower (All); Crane Stiff-Leg or Derrick; Helicopter Hoist.

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CONSTRUCTION LABORERS GROUP 1/FLAG PERSON FOR TRAFFIC CONTROL

Wage	Benefit
\$23.08	\$11.82

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

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CONSTRUCTION LABORERS GROUP 2

Wage	Benefit
\$26.15	\$13.44

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

This group includes but is not limited to:

General Labor; Asbestos Removal; Burning Bar; Bucket Man; Carpenter Tender; Caisson Worker; Cement Mason Tender; Cement Handler (dry); Chuck Tender; Choker Setter; Concrete Worker; Curb Machine-lay Down; Crusher and Batch Worker; Heater Tender; Fence Erector; Landscape Laborer; Landscaper; Lawn Sprinkler Installer; Pipe Wrapper; Pot Tender; Powderman Tender; Rail and Truck Loaders and Unloaders; Riprappet; Sign Erection; Guardrail and Jersey Rail; Spike Driver; Stake Jumper; Signalman; Tail Hoseman; Tool Checker and Houseman and Traffic Control Worker.

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CONSTRUCTION LABORERS GROUP 3

Wage	Benefit
\$26.07	\$13.44

This group includes but is not limited to:

Concrete Vibrator; Dumpman (Grademan); Equipment Handler; Geotextile and Liners; High-Pressure Nozzleman; Jackhammer (Pavement Breaker) Non-Riding Rollers; Pipelayer; Posthole Digger (Power); Power Driven Wheelbarrow; Rigger; Sandblaster; Sod Cutter-Power and Tamper.

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

CONSTRUCTION LABORERS GROUP 4

Wage	Benefit
\$26.76	\$11.82

This group includes but is not limited to:

Hod Carrier***; Water Well Laborer; Blaster; Wagon Driller; Asphalt Raker; Cutting Torch; Grade Setter; High-Scaler; Power Saws (Faller & Concrete); Powderman; Rock & Core Drill; Track or Truck Mounted Wagon Drill and Welder incl. Air Arc

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Zone Pay:

0-30 mi. free zone
>30-60 mi. base pay + \$3.05/hr.
>60 mi. base pay + \$4.85/hr.

***Hod Carriers will receive the same amount of travel and/or subsistence pay as bricklayers when requested to travel.

DIVERS

Stand-By	No Rate Established
Diving	No Rate Established

Zone Pay:

No Zone Pay Established

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DIVER TENDERS

No Rate Established

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Zone Pay:

No Zone Pay Established

ELECTRICIANS

Wage	Benefit
\$38.86	\$17.84

Travel:

No mileage due when traveling in employer's vehicle.

The following travel allowance is applicable when traveling in employee's vehicle:

- 0-18 mi. free zone
- >18-60 mi. federal mileage rate/mi.

Per Diem

District 4

>60 mi. \$80.00/day

Per Diem in Big Sky and West Yellowstone \$125/day.

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INSULATION WORKERS - MECHANICAL (HEAT AND FROST)

No Rate Established

Duties Include:

Insulate pipes, ductwork or other mechanical systems.

Travel:

No Travel Pay Established

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IRONWORKERS – REINFORCING IRON AND REBAR WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

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IRONWORKERS – STRUCTURAL IRON AND STEEL WORKERS

Wage	Benefit
\$34.83	\$28.07

Travel:
All Districts
0-45 mi. free zone
>45-85 mi. \$100.00/day
>85 mi. \$150.00/day

Duties Include:

Structural steel erection; assemble prefabricated metal buildings; cut, bend, tie, and place rebar; energy producing windmill type towers; metal bleacher seating; handrail fabrication and ornamental steel.

LINE CONSTRUCTION – EQUIPMENT OPERATORS

No Rate Established

Travel:
No Travel Pay Established

Duties Include:

All work on substations

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LINE CONSTRUCTION – GROUNDMAN

Wage	Benefit
\$29.09	\$8.36

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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LINE CONSTRUCTION – LINEMAN

Wage	Benefit
\$52.11	\$18.75

Travel:
No Free Zone
\$60.00/day

Duties Include:

All work on substations

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MILLWRIGHTS

Wage	Benefit
\$45.26	\$21.25

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

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PAINTERS

Wage	Benefit
\$25.00	No Rate Established

Travel and Per Diem:
No travel or per diem established.

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PILE BUCKS

Wage	Benefit
\$36.49	\$14.33

Zone Pay:
0-30 mi. free zone
>30-60 mi. base pay + \$4.00/hr.
>60 mi. base pay + \$6.00/hr.

Duties Include:

Set up crane; set up hammer; weld tips on piles; set leads; insure piles are driven straight with the use of level or plum bob. Give direction to crane operator as to speed, and direction of swing. Cut piles to grade.

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PLUMBERS, PIPEFITTERS, AND STEAMFITTERS

Wage	Benefit
\$45.60	\$21.26

Travel:
District 4
0-70 free zone
>70 mi.
▪ On jobs when employees do not work consecutive days: \$0.55/mi. if employer doesn't provide transportation. Not to exceed two trips.
▪ On jobs when employees work any number of consecutive days: \$110.00/day.

Duties Include:

Assemble, install, alter, and repair pipe-lines or pipe systems that carry water, steam, air, other liquids or gases. Testing of piping systems, commissioning and retro-commissioning. Workers in this occupation may also install heating and cooling equipment and mechanical control systems.

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SPRINKLER FITTERS

No Rate Established

Duties Include:

Duties Include but not limited to any and all fire protection systems: Installation, dismantling, inspection, testing, maintenance, repairs, adjustments, and corrections of all fire protection and fire control systems, including both overhead and underground water mains, all piping, fire hydrants, standpipes, air lines, tanks, and pumps used in connection with sprinkler and alarm systems.

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TRUCK DRIVERS

Pilot Car Driver	No Rate Established	
	Wage	Benefit
Truck Driver	\$31.28	\$9.37

Truck drivers include but are not limited to:

Combination Truck and Concrete Mixer and Transit Mixer; Dry Batch Trucks; Distributor Driver; Dumpman; Dump Trucks and similar equipment; Dumpster; Flat Trucks; Lumber Carriers; Lowboys; Pickup; Powder Truck Driver; Power Boom; Serviceman; Service Truck/Fuel Truck/Tireperson; Truck Mechanic; Trucks with Power Equipment; Warehouseman, Partsman, Cardex and Warehouse Expeditor; Water Trucks.

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Travel

The following travel allowance is applicable when traveling in employee's vehicle.

- 0-60 mi. free zone
- >60-80 mi. \$23.00/day
- >80-100 mi. \$33.00/day
- >100 mi. \$125.00/day + the IRS rate per mile and \$8.92 for every 15 miles traveled for one trip out and one trip back

No travel allowance required when in employer's vehicle except when staying the night.

- >100 mi. \$125.00/day

Zone Pay:

All Districts

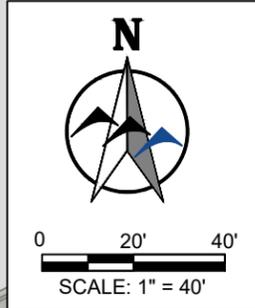
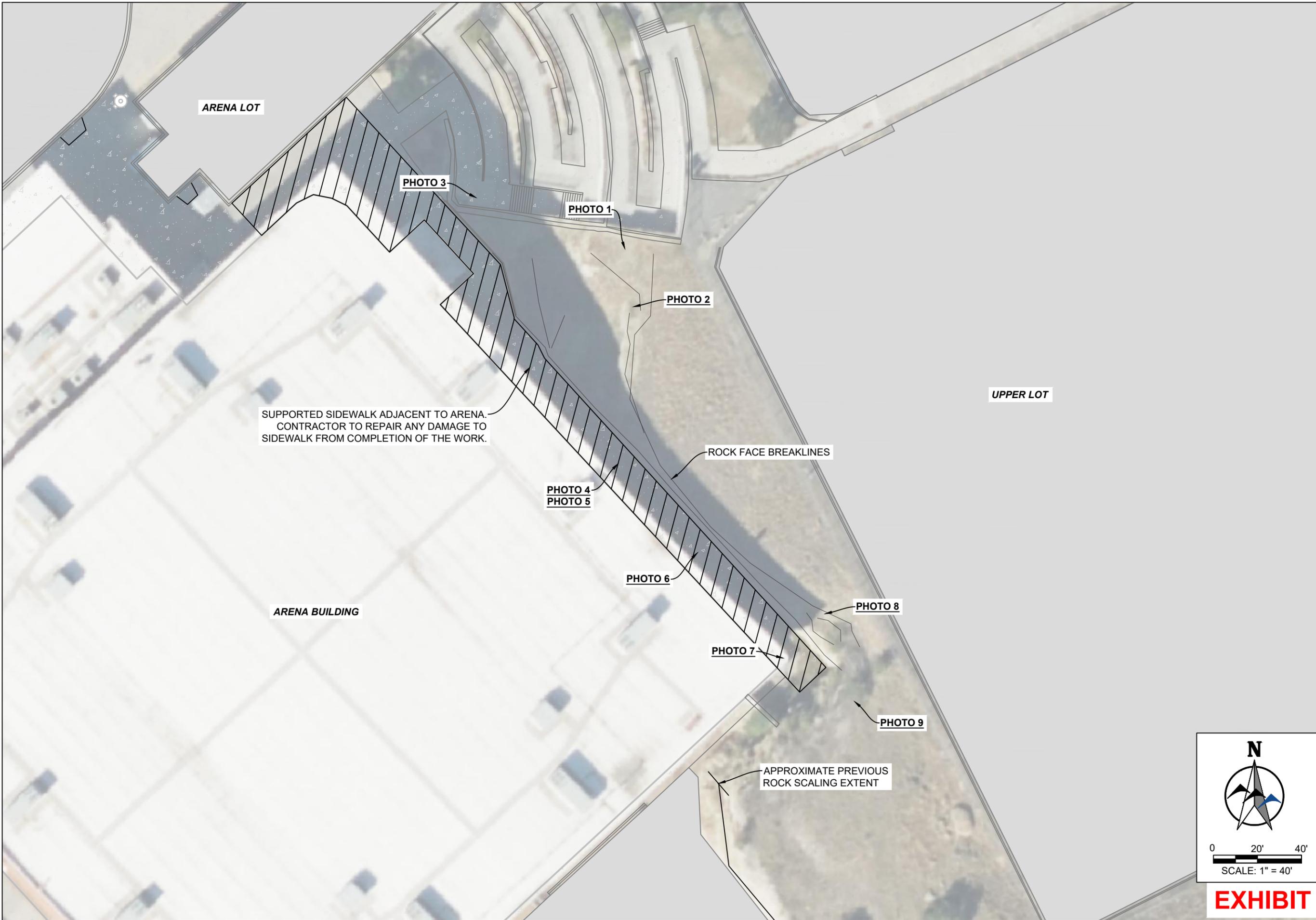
- 0-30 mi. free zone
- >30-60 mi. base pay + \$3.05/hr.
- >60 mi. base pay + \$.485/hr.

Special Provision:

Zone pay only applies to the Truck Driver classification. No zone pay was established for Pilot Car Driver.

APPENDIX B

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EXHIBIT

NO.	REVISION	BY	DATE

PREPARED BY
 **WWC** ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
 METRAPARK ARENA EAST ROCK FACE STABILIZATION
EAST ROCK FACE OVERVIEW
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 1/12/2026

PROJECT NO. 2025-485

K:\Billings\Yellowstone County\2025485 MetraPark Arena East Rock Face Stabilization\05CAD\Sheets\25485-METRA-ARENA-EAST-ROCK-FACE-STABILIZATION_EXHBT.dwg ROCK SCALING PLAN 1/12/2026 4:00:04 PM



NO.	REVISION	BY	DATE

PREPARED BY
 **WWC** ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
METRAPARK ARENA EAST ROCK FACE STABILIZATION
EAST ROCK FACE SCALING PLAN
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 1/12/2026

SHEET
2

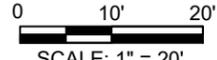


 SCALE: 1" = 20'
EXHIBIT



PHOTO 1:
LOOKING SOUTH FROM TOP OF ROCK FACE



PHOTO 2:
LOOKING SOUTH FROM MID-HEIGHT ON ROCK FACE



PHOTO 3:
LOOKING SOUTH FROM BASE OF ROCK FACE



PHOTO 4:
LOOKING WEST FROM MIDDLE OF ROCK FACE



PHOTO 5:
MIDDLE OF ROCK FACE STRAIGHT-ON



PHOTO 6:
MIDDLE-SOUTH OF ROCK FACE LOOKING STRAIGHT-ON TO EAST

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
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YELLOWSTONE COUNTY
METRAPARK ARENA EAST ROCK FACE STABILIZATION
SITE PHOTOS
YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
DRAWN BY: ZSL
CHECKED BY: GTR
DATE: 1/12/2026

SHEET
3

NO.	REVISION	BY	DATE

PROJECT NO. 2025-485

EXHIBIT



PHOTO 7:
SOUTH ROCK FACE STRAIGHT-ON



PHOTO 8:
SOUTH ROCK FACE FROM ABOVE

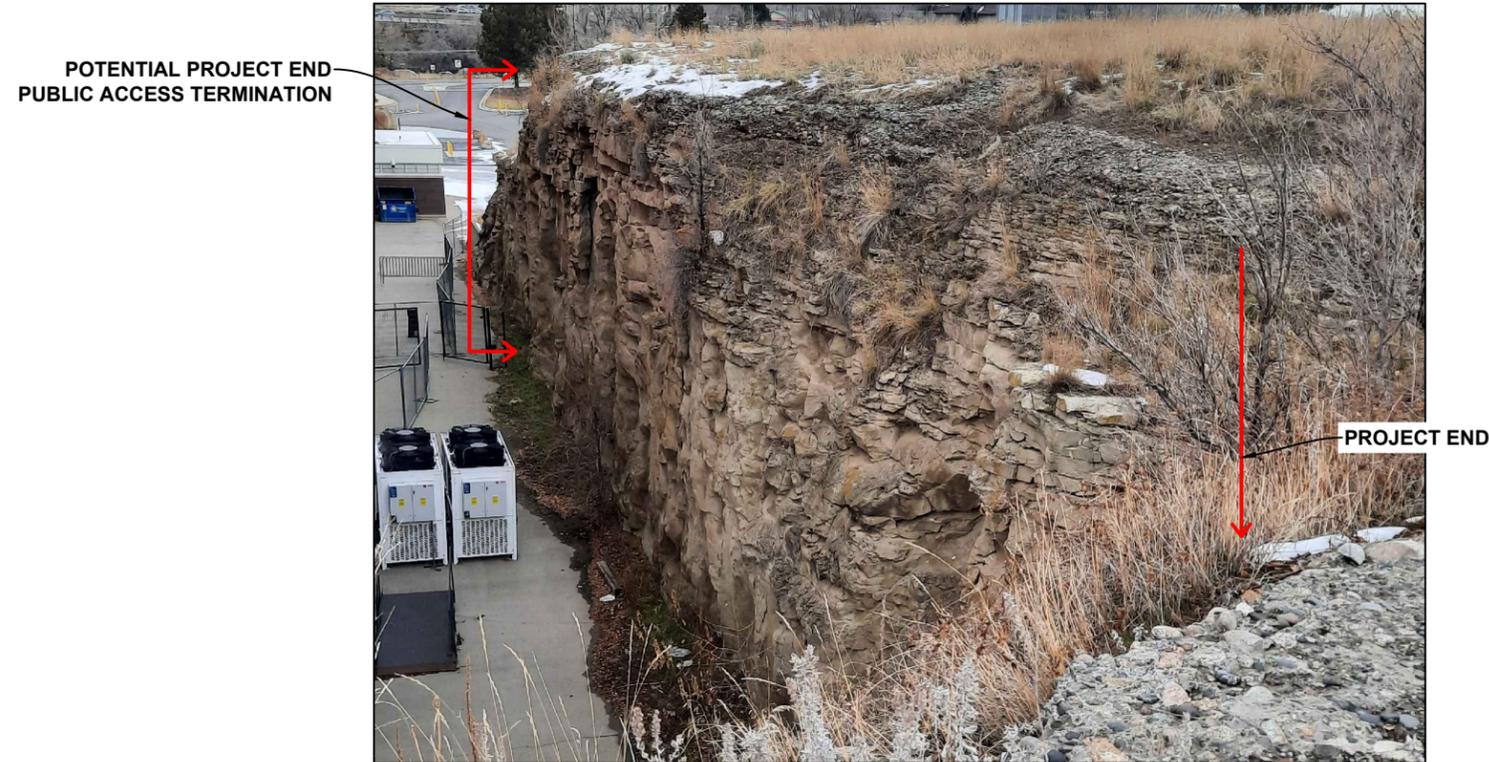


PHOTO 9:
EAST ROCK FACE FROM ABOVE LOOKING NORTH

PREPARED BY
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 550 S. 24TH ST. W., SUITE 201
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 www.wwcengineering.com

YELLOWSTONE COUNTY
METRAPARK ARENA EAST ROCK FACE STABILIZATION
SITE PHOTOS
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 1/12/2026

NO.	REVISION	BY	DATE

PROJECT NO. 2025-485

EXHIBIT

APPENDIX C:

SECTION 00911

ROCK SCALING SPECIAL PROVISIONS

SP - 1. PROJECT DESCRIPTION

The purpose of the proposed work would be to reduce the hazards of rockfall to the public and MetraPark staff by stabilizing the rock face. The area needing stabilization is shown in the plans and is generally the rock wall behind the MetraPark Arena. This special provision covers the requirements in addition to those determined by the Design- Build Contractor.

SP - 2. PREQUALIFIED ROCK SLOPE CONTRACTORS

Not less than 4 weeks prior to commencing rock scaling, the Contractor must provide information to the owner as required herein. The owner will respond within 1 week of receipt of each submittal as to acceptance of the submittal. Work must not begin until the owner has accepted all required submittals in writing. If an individual's experience is unacceptable, the Contractor must allow time for re-submittal of qualifications.

1. This project requires the use of Prequalified Rock Slope Contractors to complete the work that the Contractor must be listed on. Pre-qualified rock slope contractors are listed at the following website: Prequalified Specialty Contractors Montana Department of Transportation (MDT) (<https://www.mdt.mt.gov/business/contracting/prequalified.aspx>).
2. Contractors not currently pre-qualified by the Department to perform rock slope stabilization work can obtain pre-qualification information from the Construction Engineering Services Bureau, (406) 444-6015, 2701 Prospect Ave., Helena, Montana.

SP - 3. WORK PLAN

1. Description.

A Work Plan is to be submitted to the MetraPark and will include:

- a. The proposed sequence and schedule.
- b. The types of equipment and tools to be utilized in the work.
- c. The number of crews to be employed on the project
- d. A Traffic and Pedestrian Control Plan including provisions to protect access from roadways or pedestrians, adjacent facilities, and existing utilities.
- e. A temporary barrier plan for the Arena, if necessary, as identified herein.

Contractor will limit equipment and materials on the supported sidewalk section below the rock face and will include this area within the work plan.

SP - 4. PARKING LOT AND ROAD CLOSURES

1. Construction. Contractor is to identify the Work Zone in the Work Plan submittal and provide barriers to restrict pedestrians or traffic from entering.
 - a. Contractor will coordinate with MetraPark for events and plan work for a period when large events that require access to the back of the Metra Arena are not occurring or contractor can adjust work zone around activities if possible.
 - b. Work may be completed Monday through Sunday, but prior notice must be given to the MetraPark staff to work on Saturdays or Sundays.

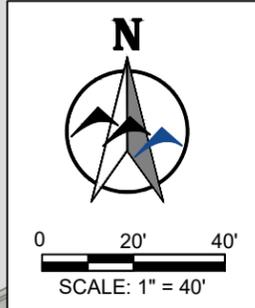
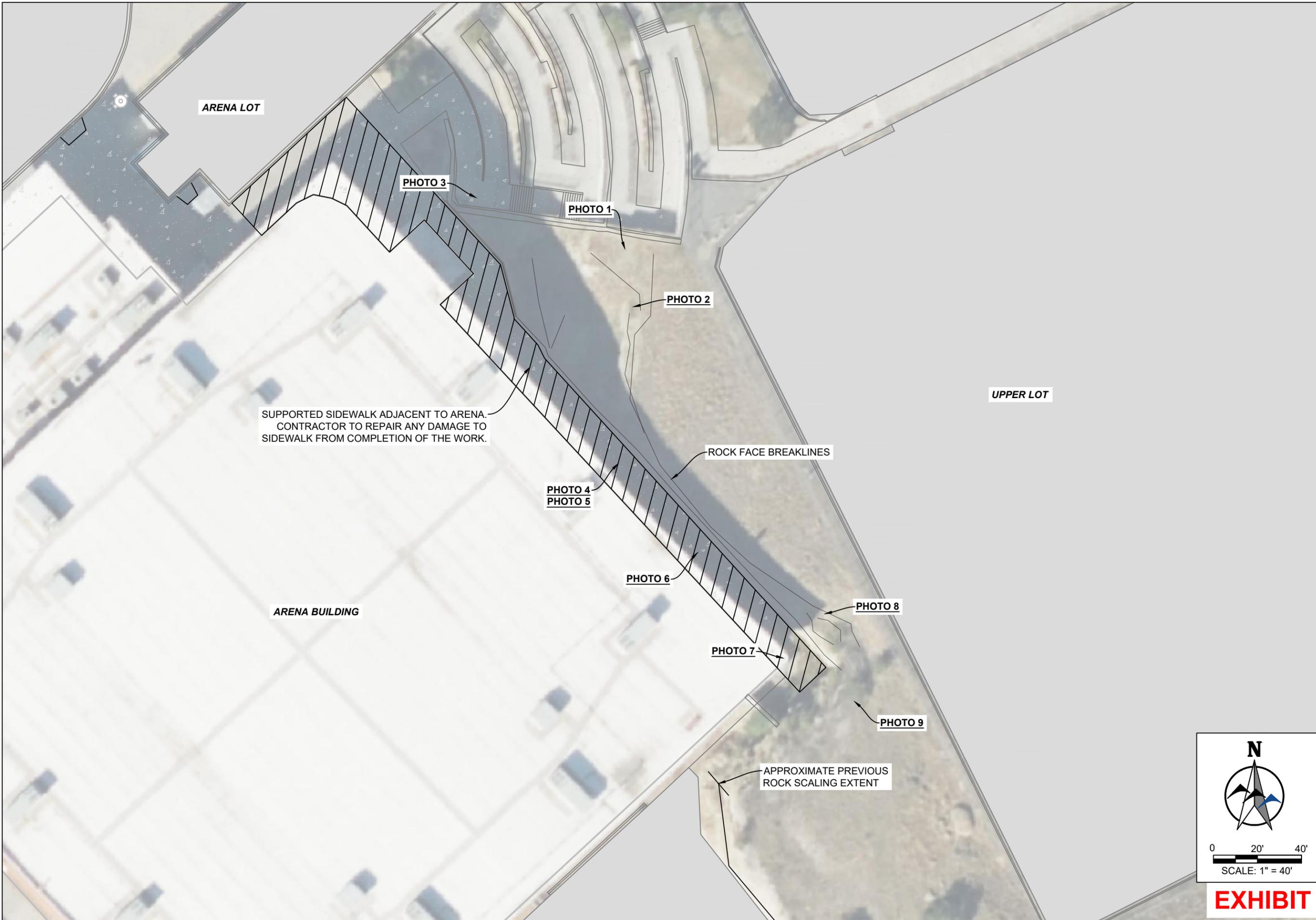
SP - 5. ARENA PROTECTION

1. Description. For purposes of the work, it may be required to furnish, install, maintain, and remove a barrier rail for separation or protection of the Arena building. The barrier is to provide positive protection for the building from falling rock and debris that are the direct or indirect result of work. Contractors will determine the need and design of barrier rail if required.

SP - 6. DISPOSAL OF MATERIAL

1. This work is the removal of existing and scaled material from the base of the slope. Disposal and scaling of material must be included within the contractors bid as unit price estimates.

k:\Billings\yellowstone county\2025\485 metrapark arena east rock face stabilization\05CAD\Sheet\25485-METRA-ARENA-EAST-ROCK-FACE-STABILIZATION_EXHIBT.dwg AERIAL EXHIBIT 2/23/2026 4:52:46 PM



EXHIBIT

NO.	REVISION	BY	DATE

PREPARED BY
 **WWC** ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
 METRAPARK ARENA EAST ROCK FACE STABILIZATION
EAST ROCK FACE OVERVIEW
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 2/23/2026

SHEET
1

PROJECT NO. 2025-485

k:\Billings\yellowstone county\2025485 metrapark arena east rock face stabilization\05CAD\Sheets\25485-METRA-ARENA-EAST-ROCK-FACE-STABILIZATION_EXHBT.dwg ROCK SCALING PLAN 2/23/2026 4:52:46 PM



NO.	REVISION	BY	DATE

PREPARED BY
WVC ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wvcengineering.com

YELLOWSTONE COUNTY
METRAPARK ARENA EAST ROCK FACE STABILIZATION
EAST ROCK FACE SCALING PLAN
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 2/23/2026

SHEET
2



PHOTO 7:
SOUTH ROCK FACE STRAIGHT-ON



PHOTO 8:
SOUTH ROCK FACE FROM ABOVE

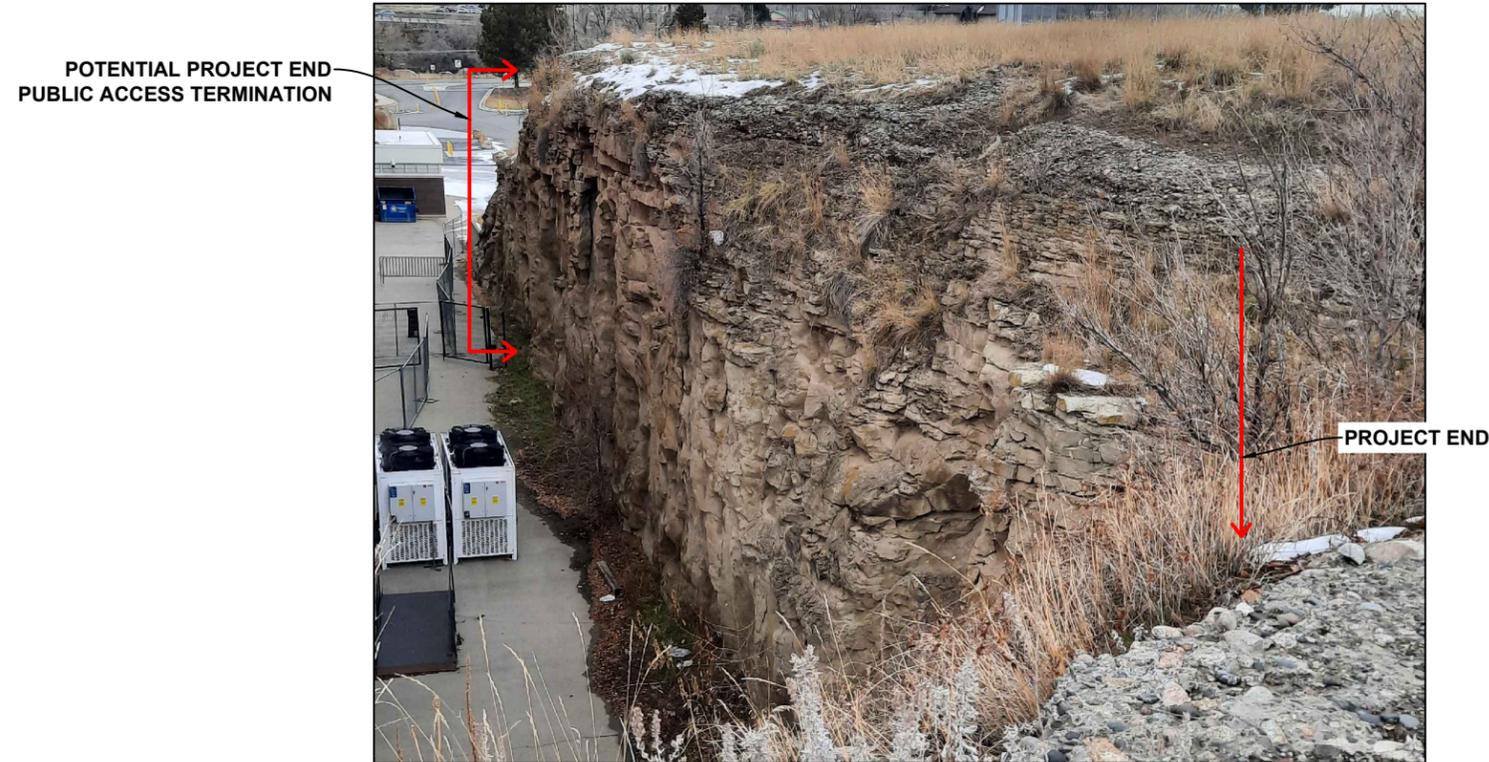


PHOTO 9:
EAST ROCK FACE FROM ABOVE LOOKING NORTH

PREPARED BY
 **WWC** ENGINEERING
 550 S. 24TH ST. W., SUITE 201
 BILLINGS, MT 59102
 (406) 894-2210
 www.wwcengineering.com

YELLOWSTONE COUNTY
METRAPARK ARENA EAST ROCK FACE STABILIZATION
SITE PHOTOS
 YELLOWSTONE COUNTY, MT

DESIGNED BY: GTR
 DRAWN BY: ZSL
 CHECKED BY: GTR
 DATE: 2/23/2026

NO.	REVISION	BY	DATE

PROJECT NO. 2025-485

EXHIBIT

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: AMR Services Agreement

Submitted By: Erika Guy

TOPIC:

AMR Services Agreement

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

AMR Agreement

Medical Standby Services Agreement

This Medical Standby Services Agreement is made and entered into as of the date ("**Effective Date**") shown on the signature page by and between the American Medical Response company ("**AMR**") and the customer (the "**Customer**") set out on the signature page of this Agreement. AMR and Customer are sometimes collectively referred to hereafter as the "**Parties**" and individually a "**Party**".

Preliminary Statement

- A. AMR is in the business of providing medical standby and medical transportation services;
- B. Customer has conducted an analysis of its medical standby and medical transportation needs and has determined that such needs will be best met through a medical standby agreement with AMR.

Agreement

In consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties incorporate the above recitals and agree as follows:

1. **Scope of Services.** AMR shall be the sole provider of the first aid, basic and advanced life support services, ambulance or related services (the "**Services**") with a staff of medical professionals consisting of the mutually-agreed upon deployment (collectively, "**Staff**") for the Venue (defined below) as set forth in Exhibit A. The Staff shall provide first aid, emergency care and, when necessary and set forth in Exhibit A, medical transportation or related services, within the scope of their licensure. AMR shall have no obligation to provide or arrange for the delivery of medical care at the Venue in excess of such scope of practice of any Staff set forth in Exhibit A.
2. **Location and Dates of Service.** The location(s) and date(s) of Services to be provided and name of the event/facility (collectively, "**Venue**") shall be set forth on Exhibit A.
3. **Term and Termination.**
 - 3.1. The initial term of this Agreement shall commence on the Commencement Date set out in Exhibit "A" hereof and end on the Expiration Date. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "**Term**".
 - 3.2. Subject to the penalties set forth in Exhibit A, if applicable, either party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AMR may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AMR if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AMR to perform the Services in accordance with the terms of this Agreement, if such failure is not cured within five (5) days of notice thereof to AMR; and (iii) the Customer may terminate this Agreement immediately upon notice to AMR following AMR loss or suspension of licensure necessary for the provision of the Services.
4. **Service Terms.**
 - 4.1. The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the event management and medical services industry.

- 4.2. Except for those items, if any, expressly required to be furnished by Customer (as described in Exhibit A), AMR shall furnish or provide all of the materials (including equipment and supplies, inventory, uniforms, and any other equipment) and all other items necessary to perform the Services and to carry out and perform all of AMR's obligations pursuant to this Agreement (the "**Materials**").
- 4.3. AMR shall (i) create a record of each and every person evaluated and/or treated, including information on all on-site activity associated with the patient's injury or illness, evaluation, treatment and/or referral; (ii) maintain patient confidentiality (unless such confidentiality is waived by the patient in writing); (iii) provide copies of activity reports appropriately redacted to Customer's designated representative only in compliance all applicable laws and regulations; and (iv) maintain archival copies of service and medical records in accordance with law.
- 4.4. AMR may subcontract any or all obligations under this Agreement related to the performance of the Services, provided that such subcontractors agree to the material terms of this Agreement.
- 4.5. Any additional terms related to the Services shall be set forth in Exhibit A.
5. **Payment.** The Customer will pay AMR the amounts set out in Exhibit "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum. In addition, AMR, to the extent applicable, shall be solely entitled to bill any ill or injured patrons, employees, event performers or other patients (collectively, "Patients") requiring medical transportation, and any responsible third-party payor, including workers' compensation carriers, for medical transport that may result from the Services. AMR agrees that the rates to be billed to Patients or third-party payors shall comply with applicable laws. AMR shall be solely entitled to all collections resulting from such billing.
6. **Intellectual Property.** Each Party is, and shall remain, the owner of all rights it has in all creative and copyrightable material created by it, trademarks, service marks and other intellectual property as they may exist or may hereafter be modified by such Party (each Party's "**Marks**"). Each Party acknowledges that it may use the other Party's Marks in connection with the Venue and Services to be provided hereunder. The use of the other Party's Marks inures to the benefit of the Party owning such Marks, including any goodwill, and that neither Party will acquire any ownership in the other Party's Marks as a result of this Agreement. Neither Party shall use the other Party's Marks or allow any other Party to use the other's Marks in any manner not specifically granted in connection with this Agreement. All materials using a Party's Marks must be pre-approved by the Party owning such Marks. AMR may use Customer's mark on their website as part of an active client list.
7. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AMR and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.
8. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
9. **Insurance.** AMR represents that it has and will maintain comprehensive automobile insurance,

comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.

- 10. Force Majeure.** AMR shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute, terrorism, acts of violence or other circumstances not reasonably within its control. For the avoidance of doubt, the Services to be provided by AMR are for personnel, guest and invitees of the Venue in rendering ordinary course first aid and related services. AMR will not be required to provide Services in situations reasonably deemed to be unsafe, following accepted emergency response standards, including, but not limited to, scenes of uncontrolled violence, hazardous materials exposures, structural collapse and uncontrolled fires. In the event that an emergency response situation is deemed to be unsafe, Supplier's on-site Staff will immediately notify Customer's Representative, to the extent feasible, of its assessment and recommendations and will contact local emergency services provider(s), as necessary.
- 11. Notices.** Any notice provided pursuant to this Agreement shall be in writing and shall be deemed given (1) if by hand delivery, upon receipt thereof, (2) if mailed within the United States, 3 days after deposit in the United States mails, postage prepaid, certified mail return receipt requested, (3) if by overnight or similar third-party courier service, then upon delivery thereof as confirmed by such service, (4) if by e-mail transmission, upon written confirmation by the intended recipient. All notices shall be sent to the addresses set forth on the signature page hereto or such other address as a party may in the future specify in writing to the other party.
- 12. Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law or regulation.
- 13. Laws and Regulatory.** The parties: (a) will comply in all material respects with all applicable federal, state and local laws and regulations including but not limited to, the federal Anti-kickback statute; (b) represent and warrant that it is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement and any remuneration set forth in this Agreement is fair market value and negotiated at arm-length; (c) will comply with the provisions under the Health Insurance Portability and Accountability Act of 1996 and its regulations; (d) acknowledge that if it is a cost reporting entity that it has been informed of, and will fully and accurately account for, and report on its applicable cost report, the total value of any discount, rebate or other compensation paid pursuant to this Agreement in a way that complies with all applicable federal, state and local laws and regulations that establish a "Safe Harbor" for discounts; (e) represent and warrant that neither it nor any practitioner who orders or provides services on its behalf has been convicted of any conduct that constitutes grounds for mandatory exclusion under any federal or state law and each party further represents and warrants that it is not ineligible to participate in federal or state health care programs or in any other federal or state government payment program; (f) will make available to the other a copy of its code of conduct, anti-kickback policies and other compliance policies, as may be changed from time-to-time; (g) represents and warrants that neither it nor any of its officers or directors have been convicted of a crime against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) contract or subcontract; violation of federal or state antitrust statutes relating to the submission of offers; commission of embezzlement, theft, forgery, bribery, falsification or destruction of

records, making false statements, tax evasion, or receiving stolen property; (h) represent and warrant that it and its personnel are and, shall at all times during the term of this Agreement be, properly credentialed, licensed, certified and in good standing in accordance with all applicable federal, state, and local laws and regulations; and (i) will notify the other party immediately but no less than five (5) days of any actual knowledge contrary to the requirements set forth in this section.

14. Miscellaneous. This Agreement: (a) constitutes the entire agreement between the parties with respect to the subject matter, superseding all prior oral or written agreements with respect to the subject matter; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party (except to affiliates, parents or subsidiaries), such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the services are rendered, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) this Agreement may be executed in several counterparts (including by DocuSign or other electronic means), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; (g) this Agreement shall not be effective until executed by both Parties; (h) if any term or provision of this Agreement is declared to be illegal, invalid or unenforceable for any reason whatsoever by a court of competent jurisdiction, the illegality, invalidity or unenforceability shall not affect the validity of the remainder of this Agreement, and to the extent permitted by applicable law, any such term or provision shall be restricted in applicability or reformed to the minimum extent for such to be enforceable; and (i) except as otherwise provided herein, no waiver of any of the provisions of this Agreement shall be valid or effective unless in writing and signed by the Parties hereto; and no waiver of any breach or condition of this Agreement shall be deemed to be a continuing waiver or a waiver of any other breach or condition. The Parties represent and warrant that they have not relied upon any prior or contemporaneous writings, negotiations, proposals, agreements, communications, discussions or representations. EACH PARTY HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES TRIAL BY JURY IN ANY SUIT, ACTION OR PROCEEDING BETWEEN THE PARTIES AND ARISING UNDER THIS AGREEMENT.

<<Signature Page Follows>>

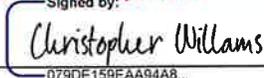
By signing below, each party acknowledges that the undersigned has carefully read and fully understands this Agreement, and each Party agrees to be bound by the terms of this Agreement.

MetraPark

By: _____
Name: Mark Morse
Title: Yellowstone County Commissioner
Address: 308 6th Ave N Billings MT 59101

E-mail: mmorse@yellowstonecountymt.gov
Date: _____

American Medical Response Ambulance Service, Inc

Signed by:

By: _____
Name: Christopher Williams
Title: Regional Director
Address: 1701 Montana Ave. Billings, MT 59101
E-mail: christopher.williams@gmr.net
Date: 2/13/2026

With Notices to:

Stoney Field sfield@metrapark.com

Global Medical Response
c/o Law Department
4400 TX Hwy 121, Suite 700
Lewisville, TX 75056

EXHIBIT A

SERVICES AND RELATED TERMS

<p>Scope of Services and Staff to be provided:</p> <p><i>(check all that that are applicable and complete terms, if applicable)</i></p>	<p><input checked="" type="checkbox"/> _X_ Advanced Life Support” or “ALS” ambulance and crew(s)</p> <p><input checked="" type="checkbox"/> _X_ Basic Life Support Service” or “BLS” ambulance and crew(s)</p> <p><input checked="" type="checkbox"/> _X_ Paramedic(s)</p> <p><input checked="" type="checkbox"/> _X_ EMT(s)</p>
<p>Location(s):</p>	<p>MetraPark</p>
<p>Dates(s) of Services:</p>	<p>TBA</p>
<p>Commencement Date:</p>	<p>2/1/2026</p>
<p>Expiration Date:</p>	<p>1/31/2029</p>
<p>Rates:</p>	<p>\$105.00 per hour for Advanced Life Support” or “ALS” ambulance and crew(s)</p> <p>\$75.00 per hour for Basic Life Support Service” or “BLS” ambulance and crew(s)</p> <p>52.50 per hour for Paramedic(s)</p> <p>37.50 per hour for EMT(s)</p> <p>Medical Supplies to be reimbursed at retail cost. Supplies, equipment and travel expenses will be billed at a pass-through rate, with receipts as proof.</p>
<p>Payment Terms:</p>	<p>Due upon receipt</p>
<p>Name of event(s) (if applicable):</p>	<p></p>
<p>Items to be furnished by Customer (if any)</p>	<p>[access to Staff]</p> <p>[parking]</p> <p>[facility]</p>
<p>Other terms (if any):</p>	<p>Rates will be evaluated by AMR annually. If changes to the rates are needed, the customer will be given a 30 day notice prior to rate adjustment.</p>

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: NOIA Central Ave & 48th St W Intersection Improvements

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Notice of Intent to Award a Contract to Knife River - Billings for the Central Avenue & 48th Street West Intersection Improvements Project

BACKGROUND:

An Invitation for Bids (IFB) was approved on January 27th, 2026, by the Yellowstone County Board of County Commissioners (BOCC), for the construction of public improvements at the intersection of Central Avenue and 48th Street West. The primary purpose of this project is to increase public safety at the intersection, upgrading the intersection from four-way stop sign control to traffic signals, including dedicated left-hand turn lanes in all directions. The roadway improvements will extend approximately 600 feet along the west and south legs from the center of the intersection, approximately 560 feet along the east leg from the center of the intersection, and approximately 660 feet along the north leg from the center of the intersection. Work includes the installation of four traffic signals, roadway widening, asphalt milling, new asphalt, culvert replacement, drive approaches, utility coordination, signing, striping, and roadside ditch and irrigation construction.

The IFB was advertised on the Yellowstone County website, as well as within the *Yellowstone County News* on January 30th, February 6th, February 13th, and February 20th, 2026.

On February 23rd, 2026, the BOCC received five (5) bids. On February 24th, 2026, the BOCC opened and acknowledged bids from Knife River-Billings, Warren Transport, Inc. dba Weave Construction, Askin Construction, LLC, K2 Civil, Inc., and Martin Construction, Inc. Knife River-Billings submitted the lowest responsible bid in the amount of \$1,022,085.00. Engineer's estimate was \$1,409,784.26. The project was included in the approved Public Works FY26 road budget - adequate funds are available.

RECOMMENDED ACTION:

Staff recommends the BOCC approves the notice of intent to award a contract to Knife River-Billings for the Central Avenue and 48th Street West Intersection Improvements project in the amount of \$1,022,085.

Attachments

YC Notice of Intent
Consultant Recommendation Letter

Yellowstone County
Finance Department

Notice of Intent to Award

Solicitation Title: Central Avenue & 48th Street West Intersection Improvements

Solicitation Close Date: February 23, 2026

Notice of Intent to Award Posting Date: March 03, 2026

Yellowstone County intends to award a contract to the apparent successful bidder/offeror of the above-mentioned solicitation. This Notice of Intent to Award shall not be considered a binding commitment by the County.

In accordance with relevant statutes and policies, the County has made available for public inspection the relevant bid tab for the above-mentioned solicitation. Comments from the public regarding the proposed award must be submitted in writing to the Purchasing Agent at the email address listed below within this seven-day notice period.

Purchasing Agent/Contact Information: Matt Kessler, mkessler@yellowstonecountymt.gov

Apparent Successful Offeror(s)

Knife River - Billings

Unsuccessful Offeror(s)

Warren Transport, Inc. dba Weave Construction

Askin Construction, LLC.

K2 Civil, Inc.

Martin Construction, Inc.



February 25, 2026

Jay D. Anderson, PE
Yellowstone County Public Works
Room 608
2825 3rd Avenue North
Billings, MT 59101

Reference: Task Order 14: Central Avenue and 48th Street West Intersection
Improvements

Dear Mr. Anderson:

On February 24th, 2026 competitive bids for the above referenced project were accepted and publicly opened. The bidders included Knife River, Martin Construction, K2 Civil Inc., Warren Transportation Inc. dba Weave Construction, and Askin Construction.

After bid examination, small errors were found on two bids. Four errors were found on Martin Construction's bid that decreased the bid amount by \$20. One error was found on K2 Civil's bid that did not change the bid amount. None of the errors affected the low bid or this recommendation of award. A copy of the Bid Tabulations has been attached. The following is a list of the submitted bids:

<u>Bidder</u>	<u>Total Base Bid</u>
Knife River	\$ 1,022,085.00
Weave Construction	\$ 1,117,667.00
Askin Construction	\$ 1,126,812.00
K2 Civil, Inc	\$ 1,171,397.00
Martin Construction	\$ 1,187,383.82
Engineer's Opinion of Probable Cost	\$ 1,409,784.26

Based on bids submitted, Sanbell recommends Knife River be awarded the Central Avenue and 48th Street West Intersection Improvements project for a total contract amount of \$1,022,085.00.

Please call if you have any questions or would like further information.

Sincerely,

A handwritten signature in black ink that reads 'Seth Neuhoff'.

Seth Neuhoff, PE
Project Engineer

Enc. Bid Tabulation

P:21001.14_Central and 48th_Recommendation_of_Award_Letter.doc

B.O.C.C. Regular

5. a.

Meeting Date: 03/03/2026

Title: YCSO-Rapid SOS subscription renewal

Submitted By: Carol Redler

TOPIC:

Renewal of Rapid SOS (formerly I Am Responding) Subscription

BACKGROUND:

YCSO utilizes Rapid SOS (previously known as I Am Responding) services for Search and Rescue as well as drone team callouts. The 3-year term of the current agreement expires on 4/30/26. The new agreement will run for another 3-year period beginning on 5/1/26 and ending on 4/30/29. The price has increased from \$735.00 per year to \$849.00 per year.

RECOMMENDED ACTION:

Approve.

Attachments

Rapid SOS agmt.



RapidSOS Paid Modules Order Form

<p>RapidSOS Contact Information</p> <p>167 Madison Avenue Ste 205 #615 New York, NY 10016</p> <p>Regional Manager: Summer Bartlett Agency Engagement Manager sbartlett@rapidsos.com (315) 701-1372</p>	<p>Customer Contact Information</p> <p>Agency Name: Yellowstone County Sheriff's Office (MT) Agency Address: PO Box 35017 Billings, Montana 59107 United States</p> <p>Agency Contact 1: Mike Linder Sheriff mlinder@yellowstonecountymt.gov 406-256-2929</p> <p>Agency Contact 2: Carol Redler Billing Contact credler@yellowstonecountymt.gov (406) 256-2927</p>
<p>Quote Reference Number: Q-06021 Quote Created: February 19, 2026 Quote Expires: May 20, 2026</p>	
<p>Effective Date: Date on which this Order Form is fully executed by both parties</p>	
<p>Initial Term (in months): 36 months from Subscription Start Date</p>	
<p>Subscription Start Date: 05/01/2026</p>	
<p>Renewal: No</p>	
<p>Subscription Product Invoice Terms:</p> <ul style="list-style-type: none"> • Due annual starting on Subscription Start Date • Payments due In Advance of receipt of invoice 	
<p>Additional Payment Terms:</p> <ul style="list-style-type: none"> • One-time Services fees due net 30 of the Effective Date • Invoices issued thirty (30) days before Subscription Start Date (for the Initial Term) and up to thirty (30) days prior to the start of each anniversary the Subscription Start Date • Payments will be made electronically 	



Year 1 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IamResponding base package [375 incidents]	IAR-BP-[375 incidents]	\$849.00	1	5%	\$806.55
Incidents above base package	IAR-IABP	\$0.20	3,329	0%	\$665.80
Year 1 Subscription Total				\$1,472.35	

Year 2 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IamResponding base package [375 incidents]	IAR-BP-[375 incidents]	\$849.00	1	5%	\$806.55
Incidents above base package	IAR-IABP	\$0.20	3,329	0%	\$665.80
Year 2 Subscription Total				\$1,472.35	

Year 3 (12 Months)					
Product Name	SKU	List Price	Quantity	Discount	Total Price
IamResponding base package [375 incidents]	IAR-BP-[375 incidents]	\$849.00	1	5%	\$806.55
Incidents above base package	IAR-IABP	\$0.20	3,329	0%	\$665.80
Year 3 Subscription Total				\$1,472.35	

Order Summary	Payment
Total Year1 Subscription Price	\$1,472.35
Year 2 Software Price	\$1,472.35
Year 3 Software Price	\$1,472.35
Total Contract Value	\$4,417.05

Product Definitions
<p>The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE</p> <p>Includes:</p> <ul style="list-style-type: none"> - Integration options with an agency's CAD - Ability to view location and status of field units in RapidSOS UNITE



The Field module enhances first responder situational awareness with the power of connected data from RapidSOS UNITE

Includes:

- Integration options with an agency's CAD
- Ability to view location and status of field units in RapidSOS UNITE

Comments: N/A

Terms and Conditions:

This order ("Order") is entered into by and between RapidSOS, Inc. ("RapidSOS") and the Customer identified in the signature block. This Order, together with the annexes, is governed by the terms and conditions of RapidSOS's Master Services Agreement, which is located at: <https://rapidsos.com/psgpaidmodulesmsa/>, including its exhibits, references, and/or addenda (collectively, the "Agreement"). By purchasing the above services ("Purchased Module(s)"), the Customer acknowledges and agrees to adhere to the End User License Agreement (EULA) and/ or Addendum terms specific to each product listed in the Annexes attached to this Order.

Annexes. The following Annexes are appended to and a made a part of this Order:

- o RapidSOS Field EULA, located at: <https://www.iamresponding.com/terms-of-use/>
- o RapidSOS UNITE Statement of Work for Field Module

Except as expressly provided herein, the terms and conditions of the Agreement remain in full force and effect as to any services previously purchased. Customer is responsible for complying with the requirements of the Statement of Work ("SOW"), if any, which is incorporated by reference into this Order Form.

The annual base subscription fee listed in this Order covers a volume of up to 375 dispatched events per year. Customer understands and agrees that any dispatched events in excess of 375 during the term of this Order shall be considered overages and will be billed at a rate of \$0.20 per incident. Customer is responsible for all actual usage, including any usage that exceeds the limits of the applicable pricing, and agrees to pay any fees for excess usage.

Customer's access to RapidSOS Purchased Module(s) will not be provided by RapidSOS until RapidSOS has received this signed Order Form from Subscriber, together with the Budgetary Quote and the final SOW.

[Signature on following page]



Signature Line

The signatories to this Order represent that they are duly authorized to execute this Order Form and the Agreement on behalf of the party they represent.

ORDER EFFECTIVE DATE: Effective Date Upon Signature hereof.

<p>YELLOWSTONE COUNTY SHERIFF'S OFFICE (MT) SIGNATURE:</p> <p>DocuSigned by: <i>Mike Linder</i> 0157D192A21241B...</p> <p>Name: Mike Linder Title: sheriff Date: 2/24/2026</p>	<p>RAPIDSOS SIGNATURE:</p> <p>Signed by: <i>Kelsey Furth</i> 2AB3E14AB4394F5...</p> <p>Name: Kelsey Furth Title: Director of Field Responder Date: 2/20/2026</p>
--	--



All Your Intelligence, One Unified View

Designed to simplify your ECC operations, RapidSOS UNITE consolidates disjointed tools in a single AI-powered screen. Special offer available now!

The screenshot shows the RapidSOS UNITE interface with several callouts pointing to specific features:

- Text any number – without more tabs:** Points to the search bar at the top left.
- AI summaries for faster call processing:** Points to the 'HARMONY-powered Call Audio Summary' section.
- Keywording to alert supervisors:** Points to the 'Keywords' section with tags like 'collapsed', 'unresponsive', and 'cardiac arrest'.
- Show all 911 calls:** Points to the list of 911 calls on the left sidebar.
- 911 call transcription and translation:** Points to the 'Call Audio Transcript' section.
- Automation for non-emergency tasks:** Points to the 'Non-Emergency Request' form.
- Advanced AI engine for text translation:** Points to the 'Live Chat' section showing a Spanish-to-English translation.
- View your GIS data:** Points to the map area in the center.
- Seamless live streaming options:** Points to the 'Video from Caller' window showing a fire scene.

When your emergency systems and screens aren't united, response becomes fragmented, leaving telecommunicators scrambling to get the complete picture.

RapidSOS UNITE combines human expertise with the most advanced technology — bringing everything together in one seamless view.

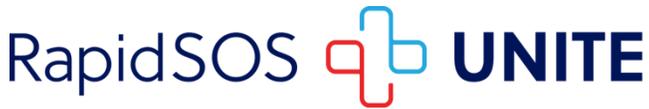
This empowers telecommunicators to act with speed and confidence, ensuring they make the right decisions faster when everything is on the line.

- ✔ **Simplify workflows**
 Local intelligence with global data – in one view
- ✔ **Seamlessly communicate**
 Overcome barriers and communicate with who you want and how you want
- ✔ **Reduce workload with AI built with you, for you**
 Practical innovations to combat staffing crisis



For more information and resources, contact RapidSOS today.

Website: www.rapidsos.com | Email: psgsales@rapidsos.com



How UNITE Simplifies ECC Operations



Call Handling

Consolidate all calls and local GIS context **in streamlined call-handling map** with redundant connection to plot mobile calls amid outages



Requests for Service

Reduce workload by **offloading non-emergency call processing** via same workflow connected to **10+ school safety panic button providers**



Analytics

Go beyond call-handling to **show unseen workload to decision-makers**



Communicating

Easier communication by text, video and voice, with **Emergency SOS Live Video, RCS Messaging**, language translation, and **911 call transcription**



Interoperability

Share data with nearby ECCs and out to the field with field-tested solution already used by **1M field responders**



AI Built For You

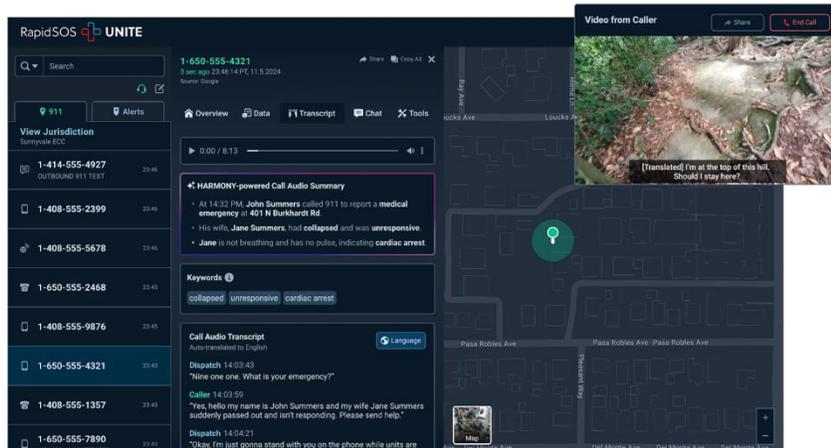
Ease burden on staff with HARMONY through **automation, incident summarization**, and customization, including by **integrating your SOPs**

Spotlight on Advanced Communication Tools

All your voice, video, and text needs now integrated natively within UNITE.

You can have a single screen for:

- Language translation for text and chat
- Video on-screen transcription with voice translation
- Voice call language transcription and translation
- Voice call AI summarization and keyword alerting
- Unlimited configurable text quick responses
- Text, Voice, Video and Multimedia storage



For more information and resources, contact RapidSOS today.

Website: www.rapidsos.com | Email: psgsales@rapidsos.com

B.O.C.C. Regular

5. b.

Meeting Date: 03/03/2026

Title: YCDF-Golden Valley County Interlocal Agreement

Submitted By: Carol Redler

TOPIC:

Golden Valley County Agreement for Adult Detention Service

BACKGROUND:

New agreement effective 3/1/26 through 2/28/27.

RECOMMENDED ACTION:

Approve and sign.

Attachments

YCDF-Golden Valley 2026-2027

INTERLOCAL AGREEMENT FOR ADULT DETENTION SERVICES
YELLOWSTONE COUNTY AND GOLDEN VALLEY COUNTY

This Interlocal Agreement (is made pursuant to Title 7, Chapter 11, Part 1, Montana Code Annotated on this _____ day of _____, 2026, with an EFFECTIVE DATE of March 1, 2026, between Yellowstone County, Montana, and its Sheriff's Office (collectively, "Yellowstone") and Golden Valley County, Montana, and its Sheriff's Office, (collectively, "Golden Valley ").

ARTICLE I
PURPOSE

The purpose of this IA is to provide the terms and conditions for Golden Valley to detain those adults under confinement after arrest and punished for criminal offenses under conditions imposed by law (Inmate) at the Yellowstone County Detention Center in Billings (YCDF) for a fee that both parties have determined to cover the reasonable cost of confinement pursuant to §7-32-2242(2), MCA. This Interlocal Agreement is required pursuant §7-32-2243(1), MCA.

ARTICLE II
DURATION AND TERMINATION

The duration of the IA will be twelve (12) months from the date set forth above (through February 28, 2027), subject to termination without cause by either party at any time during the agreement if preceded by a ninety (90) day written notice to the other party.

ARTICLE III
CREATION OF LEGAL ENTITY-PROPERTY

No separate legal entity is created by this Interlocal Agreement. No real or personal property will be owned jointly during the term of this IA and therefore, no agreement needs to be made related to the disposition of such property.

ARTICLE IV
FINANCING, COSTS, AND BUDGET

- A. NORMAL EXPENSES. Yellowstone shall pay all costs of operation of its detention center to include food, clothing, basic routine medical care, and all other costs normally associated with actual detention of Inmates.
- B. MEDICAL EXPENSES. Pursuant to §7-32-2245, MCA, Golden Valley shall be responsible for all expenses, including any medication and medical supply expenses, associated with the medical care of any of its Inmates at the YCDF. Golden Valley

shall defend, indemnify, and hold Yellowstone harmless for any claim, damage, loss, expense, cost, fee, action, or charge arising out of any such medical expenses for an Inmate not caused by an act of Yellowstone.

- C. FEES. Golden Valley shall pay Yellowstone \$130.00 per day for each Inmate. The \$130.00 rate does not include medical expenses, and Golden Valley shall be responsible for medical expenses as well as the daily rate. A new billing day shall commence at 10:00 a.m. Either party may notify the other of its intent to negotiate a modification to this section of the IA by written notice. Such negotiations shall be conducted for no longer than thirty (30) days from the date of the written notice. No later than the end of the thirty-day negotiation period, the parties may modify this section in writing or give written notice to terminate in accordance with Article II above.
- D. PAYMENT. Medical expenses will be invoiced on a quarterly basis, and daily fees will be invoiced on a daily basis. Payment for invoices will be due thirty (30) days after receipt

ARTICLE V ADMINISTRATION

The Sheriff's Office of each county shall be responsible for the day-to-day administration of the IA. The Yellowstone County Sheriff's Office shall be given all authority over and responsibility for all Inmates committed to it under this IA subject to the policies and procedures established for the YCDF. This authority and responsibility shall begin at the time the Inmate is committed to Yellowstone County Sheriff's Office custody and terminate when the Inmate is returned to the custody of Golden Valley County Sheriff's Office.

ARTICLE VI OTHER NECESSARY AND PROPER MATTERS

- A. TRANSPORTATION. Golden Valley shall be responsible for the transportation and cost of transportation of its Inmates to and from YCDF. Golden Valley shall be responsible for the cost of transportation to any medical treatment for an Inmate. The Yellowstone County Sheriff's Office shall first secure the written consent of Golden Valley for transportation to any medical treatment, unless such medical treatment is deemed an emergency. During an emergency, Yellowstone will provide staff to act as a temporary security for an Inmate. Yellowstone shall provide this service for a period not to exceed one and one-half hours. If an Inmate is hospitalized, the provision of security is the sole responsibility of Golden Valley. At the discretion of the Yellowstone County Sheriff's Office, security may be provided beyond the first one and one-half, however, all expenses shall be sole responsibility of Golden Valley and billed monthly.

B. INSURANCE. Yellowstone County carries insurance that protects against claims which may arise by virtue of an Inmate's stay in the YCDF. Yellowstone will defend, indemnify, and hold harmless Golden Valley against any claim, damage, loss, expense, cost, fee, action or charge by an Inmate arising out of any of Yellowstone or its employees or agents while that Inmate was detained at YCDF or being transported by an employee or agent of Yellowstone, consistent with the paragraph set forth below.

If an Inmate who is detained at YCDF is transported by Yellowstone, Golden Valley will defend, indemnify and hold harmless Yellowstone against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation as long as such claim, damage, loss, expense, cost, fee, action or charge is not caused by an act of Yellowstone.

Golden Valley shall be responsible for providing insurance in an amount no less than \$1.5 million per occurrence against any claim, damage, loss, expense, cost, fee, action or charge arising out of the transportation of any Inmate to and from the YCDF or any location authorized by Golden Valley. Golden Valley shall provide Yellowstone a Certificate of Insurance naming Yellowstone County and the Yellowstone County Sheriff's Office as additional insured on a primary non-contributing basis and provide proof of proper endorsements to said insurance.

C. RECORD KEEPING. Yellowstone is responsible for maintaining records in accordance with Montana law for any Inmate only while in the custody of Yellowstone County Sheriff's Office.

D. LICENSURE - TRAINING -AUTHORITY. Yellowstone will maintain the YCDF in compliance with YCDF policy and procedure and the Montana Jail Standards and will comply with the conditions of any license that should be required by the State of Montana. Golden Valley employees shall obey YCDF policy and procedure and the Montana Jail Standards and obey the orders of YCDF facility staff while inside the YCDF. The YCDF shall be open to the inspection of a representative of Golden Valley upon 24-hour notice.

ARTICLE VII GENERAL PROVISIONS

A. ASSIGNMENT and Authority. No party shall assign, transfer, or convey any right or obligation set forth in this IA without the prior written consent of the other party. The undersigned represent that they have authority to enter into this IA.

- B. COMPLETE AGREEMENT. This IA constitutes the sole and entire agreement between the parties hereto. No other terms or conditions shall be binding upon either party unless accepted in writing. This IA supersedes any previous oral or written agreements between the parties.

- C. APPLICABLE LAW, VENUE, AND ATTORNEYS' FEES. This IA shall be governed by the laws of the State of Montana, and any action to enforce any right or obligation shall be brought in the Thirteenth Judicial District, Yellowstone County. The prevailing party in any action to enforce this IA shall be entitled to attorney's fees including those of in-house counsel or the County Attorney's Office.

- D. COMPLIANCE WITH LAW. The parties shall comply with all applicable federal, state, and local law in performing under this IA.

THIS SPACE IS INTENTIONALLY LEFT BLANK.

This Interlocal agreement entered into as of the day first written above by:

Board of County Commissioners
Yellowstone County, Montana

Board of County Commissioners
Golden Valley County, Montana

Mark Morse, Chair

Chair

Chris White, Commissioner

Commissioner

Mike Waters, Commissioner

Commissioner

YELLOWSTONE COUNTY SHERIFF

GOLDEN VALLEY COUNTY SHERIFF

cc: Montana Secretary of State, Yellowstone County Clerk and Recorder, Golden Valley County Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: PAR

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PAR

Employer logo

2026

Hire/Personnel Action Form

Employee Information

Employee
Wendelyn Connelley

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F) (5115)	202500381	Full-Time Regular
Person ID	Job Class	Pay Rate
54784005	Juvenile Care Worker (F)	\$25.28
Department	Job Class#	HireDate
Youth Service Center	5115	3/9/26
Division		
N/A		

Comments

Wendelyn is currently a Fill In and will be moving to Full Time. She will start her break in service on 3/1/26 and return full time on 3/9/26.

2399.235.420250.111 100%

Offer amount is JCW wage plus overnight differential as she will be starting overnights.

She will be replacing Kerri Cooley.

Approvals

HUMAN RESOURCES	Kevin Gillen	2/19/26 5:02 PM
FINANCE	JENNIFER JONES	2/20/26 7:06 AM

Commissioners Action

Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MDW</u>	_____
Member	<u>[Signature]</u>	_____

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit February 1 to February 15, 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

FEB 20 2026

YELLOWSTONE COUNTY
CLERK AND RECORDER

PAYROLL AUDIT
February 1 to February 15, 2026

Date: 2/20/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor



From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/20/26	Kuczyinski, Caitlin	CA	Reg hrs. s/b 60.75, OT s/b 5.75 hrs, update accruals
2/20/26	Clark, Callie	Metra	Sick leave fund acct # s/b 5810.554.460442.111

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - MetraPark Advisory Board Minutes for February, 2026; Lockwood Irrigation District Board Minutes for January, 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation District Board Minutes

MetraPark Advisory Board Minutes

Meeting Minutes:

January 21, 2026

December meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Bob Riehl, Brent Kober and Manager Carl Peters.

The meeting was called to order at 7:00 PM by Terry Seiffert. December 17, 2025, meeting minutes were reviewed, a motion was made by Bob Riehl, seconded by Brent Kober to approve the December 17th minutes, motion carried.

Public Comment: (None)

New Business

1. **OHR Sidewalk Project:** The Manager took pictures of this area for his records, and it still looks like we are taking a little drainage. It's seeded already but it should get better as the grass grows. The new HG needs to be locked.
2. **\$1,739,00.00 Bond:** 2nd Phase: \$1.3 million to fund 7285, payments managed by Yellowstone County Finance to Watertronics, Performance, and Askin Construction.
3. **New Pump Station Project:** The 60' power pole has not been relocated. Northwestern Energy has assured the manager that it will be relocated sometime this month. The two stairways are not installed yet. The Security fencing has been installed. There will be an area that is unprotected to the open intake, without a railing on the existing deck. The Manager has asked for an estimate from Mason Webster (MW Welding) to have the railing and a canopy over the pump station. The electrical work has been wired to pumps but not the breaker. The Electrician is going to wait to connect to the breaker until Watertronics is on site. Taylor Kasperick emailed an updated Budget Tracking Sheet for the Pump Station Replacement Project. The accrued Bond Account interest as of November 2025 is \$34,930.08 minus the approved change orders and adding \$18,024.86 for the unspent railroad insurance, the available bond funds balance is \$30,024.86. Including the December bond account interest of \$1,899.85 the available bond funds balance is \$31,924.71. Mr. Seiffert recommended that the Manager get an estimate on the shed or pole barn over the top as well. The board expressed a need for enclosure rather than a canopy.

Board Approval of Askin Pay App #6 for \$ 67,950.00:A motion to approve Pay App #6 for \$67,950.00 to Askin Construction was made by Bob Riehl and 2nd by Brent Kober.

4. **Phase 3 LWSD Sewer Project:** 15 LID Canal Crossings-encroachment permit & fee. A motion to confirm agreement per email received 12-19-25 and 1-6-26 specific & limited to this project at \$280.00 per crossing was made by Bob Riehl and 2nd by Brent Kober, motion carried to approve the \$280.00 encroachment fees for 15 crossings on the phase 3 sewer project.
5. **MDT I-90 Interchange Projects: Johnson Lane:** Greg Gable PE with DOWL is working on getting all the easements completed for the project. April is the deadline for MDT to have final design completed and go to bid in the Fall of 2026. **Lockwood Interchange:** Leif Sandy with HDR was able to call up our 2010 WWC infrastructure report that went into detail about our design flow in this area. The siphon by the 60' that goes under the interstate is 48" RCP which is much larger than what was needed. The only area that will be impacted is the last 30' at the end that they will add onto it. The timeline on this project is 2 years. Mr. Sandy said that they are 60 percent completion of the design. They don't have this project funded yet.
6. **Clayton ST Project: 60' Greenwood Culvert extension:** The original plan calls for the water and sewer to run down Clayton as it comes in off Greenwood at our crossing but Mr. Story maybe getting cold feet on the project. Chris Valahos has been trying to negotiate something with him to purchase the property himself but that fell through. The owner of Emerald View Trailer court is now interested in the property so they can extend their trailer village. The sewer for this extension may not impact the canal because they may be installing it up the

alley. The entrance may be off Johnson Lane. The Manager thinks that the project is going to be on hold at this point.

7. **Required Audit:** The Manager has not heard back from Strom & Associates regarding the email that he sent on Monday regarding the extension. Terry Seiffert received an email this afternoon from the State granting the extension. Tom with Strom and Associates hinted that the state doesn't hold a lot of power to hold Districts to the deadline if you already have an audit contract in place.

Old Business

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

Manager's Report:

The Manager received a call from a potential land purchaser of some land off Cerise Rd., and he was wondering about the canal that is going through the property. The Manager gave him all the information that he knows about the Coulson ditch being closed shut. This Coulson ditch was owned by the landowners. Terry Seiffert says that they had shares in it and that those shares went back to the original landowners when it was dissolved. The Manager also explained that this area will flood from high water of the Yellowstone River because the highway 87-Coulson Ditch MDT structure is designed as a drainage and we cannot prevent it. Patrick Cary from 2540 Old Hardin Rd called the Manager regarding flooding that has occurred in his backyard from the 60' canal. There is an old, rusted head gate to a pipe on edge of his backyard. The Manager is going to go in and seal it off because the customer does not want water or to replace the head gate. The Manager would like to contact Dale Hanson to remove the old headgate and compact soil. The board would like to get an estimate first before asking Patrick to cover half of the cost. The Manager still has not seen an invoice for PCO#5 for exploratory work done by Askin Construction. The Manager says that he contacted Askin and they said that they need to contact Robbie with Performance on a couple of items. The \$100.00 DEQ check for the SMES Certification, because of house bill 69 attached fees for SMES certification. Current board members election dates are as follows, Terry Seiffert 2026, Brent Kober 2027, and Bob Riehl 2028. Mr. Seiffert must renew by May 4, 2026. Tyler Parker with Morrison Maierle emailed the Manager regarding three 60' headgate culvert crossings on Lark Ave. The original buy sell agreement from the developer to supply Opportunity Sub with irrigation water. The seven property owners mentioned at the time did not want to pay for an enclosed system to receive irrigation water. The Manager informed Tyler that they are part of our distribution system so they must remain in place. This information was not in our plans so the Manager sent the minutes over relating to this concern. The 2025 December Trial Balance sheet is about \$28,000.00 higher than the 2024 December Trial Balance sheet. Received by mail from Judge Donald L. Harris: The Permanent Order of Protection issued June 9, 2000, to protect the commissioners and employees of Lockwood Irrigation District from Cleve, Virginia and David Lehman has been dismissed as of December 4, 2025, since the court has been notified that the applicants are now deceased.

Secretary's Report:

The December financial reports were presented, a motion was made by Brent Kober to approve the financials for December, seconded by Bob Riehl, motion carried. With no further business, a motion was made to adjourn by Bob Riehl, 2nd by Brent Kober, the meeting was adjourned at 8:11PM. The next board meeting will be on February 18, 2026, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer



Advisory Board Minutes

February 25 at 9:30 in the MetraPark Boardroom

Stoney Field welcomed all newly appointed board members. Brief introductions were made by new Board members, County Commissioners, and MetraPark Department heads.

Attendees Include: Brian Brown, Jennifer Sayler, Stoney Field, Mike Groscop, Cody Reitz, Tim Goodridge, Darcie Tempel, Billie Chase, Tim Wombolt, Darren Bayliss, Craig Peterson, Nick Steen, George Warmer, Mike Waters, Chris White, Dana Bishop, David Roth, Michael Woempner, Callie Clark.

Board Members were asked what days of the week and time frames worked best for everyone's schedules. The consensus was Wednesday and Friday late morning. It was decided to set the first 3 months meetings for the 2nd Wednesday at 11am.

March 11th, April 8th, & May 13th.

This board will be asked to elect officers at the next meeting. The three positions will be President, Vice President, & Secretary. Bylaws have been restructured from the past Advisory Board.

Stoney F. led the conversation for duties of the board. Please advocate for MP. How can we improve MP? What can we do to better our facility? Help dispel rumors or false information. We are striving to be the best facility in Montana.

Darcie T. shared Little Fairgoers Fund Sponsor campaign. Goal is to get 2000 tickets sold to generate foot traffic at MontanaFair. This helps subsidize cost of ground acts during Fair.

Cody R. shared at meetings he would provide a recap of last month's activities and a calendar of upcoming events.

Badges will be issued for members to attend meetings here at MP. This is a new safety protocol we have here at MP. Gave verbal introduction to BEST our new crowd management service. They provide training and higher wages than previous service used.

Cleaning Service has been brought inside MP to provide us with being able to train and keep temp staff up on our facility needs.

We had a market analysis done to provide more reasonable market rates for shows. With our Sky Boxes here at MP. Currently they are getting up grades of paint, flooring and safety measures. We have sublet options and non-sublet options. Goal was to get more people to experience our boxes during live shows. It is working well for MP they are being sold out for many events currently on sale.

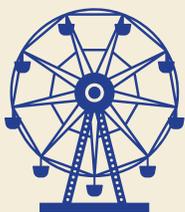
Mike W. & Chris W. Thanked everyone for applying and committing to serving on the new Advisory Board for MP.

Stoney F. advised everyone to open lines of communication, offer support to our community needs, and gain information to advocate better for MP. Help us to know more to help more. We look forward to building stronger relations for our community needs.

Minutes Respectfully submitted by:

Callie Clark

Administrative Coordinator at MetraPark



Little Fairgoers Fund



Sponsor a child's day of fun at MontanaFair

Overview

The Little Fairgoers Fund is a community-driven initiative that provides free MontanaFair admission to children ages 6–12 who might not otherwise have the opportunity to experience the joy and excitement of the fair. *(Children ages 5 and under are already admitted free.)*

By becoming a sponsor, your business directly helps make the fair accessible to kids in our community—creating unforgettable memories and strengthening our shared sense of connection and belonging.

Sponsor contributions cover the cost of children's admission tickets, ensuring kids ages 6–12 can enjoy all that MontanaFair has to offer, from rides and exhibits to live entertainment and hands-on experiences.

Sponsorship Tiers

Bronze Sponsor - \$500

- Sponsors 50 Children
- Logo with hyperlink on montanafair.com
- Social Media Recognition
- Recognition in our impact recap

Silver Sponsor - \$1,000

- Sponsors 100 Children
- Logo with hyperlink on montanafair.com
- Social Media Recognition
- Recognition in our impact recap

Gold Sponsor - \$2,000

- Sponsors 300 Children
- Logo with hyperlink on montanafair.com
- Social Media Recognition
- Logo MontanaFair TV
- Recognition in our impact recap

Platinum Sponsor - \$3,000

- Sponsors 500 Children
- Logo with hyperlink on montanafair.com
- Social Media Recognition
- Logo on MontanaFair TV
- Recognition in our impact recap

Sponsor Recognition

We deeply value the support of our sponsors and are committed to providing meaningful recognition for your generosity. As a sponsor, you will receive:

- **Website Recognition:** Your logo will be displayed on our website, with a link to your company's website.
- **Social Media Recognition:** Inclusion in a group sponsor thank-you post
- **Impact Recap:** At the conclusion of MontanaFair, we will share an impact recap, highlighting the success of the program and acknowledging your contribution.
- **MontanaFair TV:** Your Logo on MontanaFair TV.

Join Us!

To support MontanaFair's Little Fairgoers Fund, please contact:

Darice Tempel
Sponsorship & Marketing Manager
dtempel@metrapark.com
406-256-2409

Thank you for considering this opportunity to support our community's children and celebrate the spirit of MontanaFair! We look forward to partnering with you.



B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - Heights Water District January & February 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

2.4.26

1.21.26

1.29.26



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Special Board Meeting Minutes

February 4, 2026
VIA Zoom

The Special Board meeting was opened with the Pledge of Allegiance and was called to order by President Essmann.

Roll Call of Board Members and Introduction of Guests and Visitors

Board Members present: Directors Ellis, Ewalt, Erpenbach, Kary, Graves and President Essmann were present via Zoom.

Others Present: General Manager Bo Anderson, Assistant Manager Josh Simpson, Board Secretary Carolyn Bakker were present at the Board office.

President's Remarks on Conduct of Meeting: There were no guests present either in person or online, so President Essmann omitted the President's remarks.

Approval of Agenda: Director Graves made the motion to approve the agenda. It was seconded by Director Ellis. The motion was approved unanimously.

New Business: Resolution to Approval of General Manager Job Description and posting of the position.

Director Ellis made the motion to approve the Resolution to approve the General Manager Job Description as prepared by the Recruiting Committee. The motion was seconded by Frank Ewalt. Director Ellis told the group that she and the other Directors on the committee had some minor changes that they would like to be made to the document. She requested that the group go through the description to review Job Description and consider the changes requested. Secretary Bakker shared the document with the screen.

Director Ellis led the discussion of the proposed changes. President Essmann stated that each of the changes being made should be done with a motion and a vote.

Changes that were proposed:

Change the title of heading of item 1 from Governance and Leadership to Policy Implementation.

Fw: Job Description for review

Motion by Director Ellis, Seconded by Director Graves. Passed.

Remove the word "Preferred" from the Application Deadline.

Motion by Director Ewalt, Seconded by Director Ellis. Passed

Move the first bullet point under Item 7 (Degree in engineering.....) to Item 8

Motion by President Essmann and seconded by Director Ewalt. Passed.

Add "Ability to pass pre-employment physical examination, including drug screening" to Item 7

Motion by Director Ellis, second by Director Graves. Passed

Add Item 9 "Physical Demands and Working Conditions" heading and description.

Motion by President Essmann. Seconded by Director Ellis. Motion Passed.

Add the last three items from the city description to the bottom of the job description:

“Some requirements in this job description may exclude individuals who pose a direct threat or significant risk to the health and safety of themselves or other employees. All requirements are subject to modification to reasonably accommodate individuals with disabilities.

Requirements are representative of minimum levels of knowledge, skills, and experience required. To perform this job successfully, the worker must possess the abilities and aptitudes to perform each duty proficiently. This document does not create an employment contract, implied or otherwise. The City retains the discretion to add duties or change the duties of this position at any time.”

Motion by Director Graves, second by Director Ewalt. Passed.

Remove the bullet “(17.40.208 CERTIFIED OPERATOR IN CHARGE OF SYSTEM)” from Item 8

Motion by Director Ellis, seconded by Director Erpenbach. Passed with a vote of 5-1, Director Graves voting no.

Change Estimate Salary range to \$100,000- \$150,000

Motion by President Essmann, Seconded by Director Graves. Motion passed.

Add board@heightswaterdistrict.com to the “How to Apply” section in addition to Director Ewalts email.

Motion by Director Ellis, Second by Director Essmann. Passed.

GM Andersson offered some suggestions such as specifying technical skills in Microsoft software and Black Mountain software as well as having 3-5 years of experience in the field. Director Ewalt advised that the Recruiting Committee can explore those qualifications during the interview process.

Director Graves made the motion to accept the General Manager Job description with the changes made by the Board. Director Ewalt seconded the motion. The motion was approved unanimously. President Essmann asked that the Board Secretary make the changes to the Job Description document and circulate the revised document to the Board for review. After the Board has had time to review, she is to post the Resolution and Job Description to the District’s website.

President Essmann asked for an update on how the search process was progressing, specifically if contacting executive search firms for options. Director Ellis reported that they have been reaching out to various firms and are waiting for responses. Director Ewalt reported that the committee had contacted Peak Water Services, a company that has traveling managers as a temporary solution.

Director Ellis asked for permission to post the position with Montana Rural Water Association. She also asked that the position be posted with the American Water Works Association (AWWA) both at both the state and national level. A member would need to do that. Director Ewalt will work with GM Anderson to get that posted. Additionally, Director Ellis asked to have the job posted with the Yellowstone County News for 2 weeks.

Director Ellis made a motion to place an ad in the Yellowstone County News for two weeks as soon as possible. The ad to be 2 column inches and refers potential candidates to the website. Director Graves seconded the motion. The motion passed.

Items for future Board Meetings

Director Ellis brought up the idea of having members of the Board attend the Montana Rural Water Conference in Billings. The members would have the opportunity to network towards the goal of spreading the word about the opening. President Essmann recommended that the topic be addressed at during the February meeting.

Director Ellis asked for clarification about a memo that had been sent out by GM Andersson regarding proposed signage on the building and the gate to the fenced area in the back. President Essmann asked GM Andersson to make a report on the topic at the February meeting.

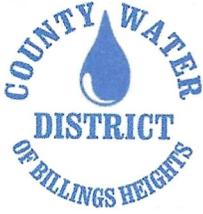
Announcements:

Next Board Meeting: February 18, 2026, 6-9 pm

Meeting was adjourned at 7:19 pm



Carolyn B. Bakker, Board Secretary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Board Meeting Minutes

January 21, 2026

Board Room, County Water District of Billings Heights, 1540 Popelka.

Pledge of Allegiance

The Meeting was called to Order at 6 P.M. by President Essmann.

Roll Call of Board Members and Introduction of Guests and Visitors:

Board members present: Directors Kary, Ewalt (via ZOOM), Erpenbach, Graves, Ellis, President Essmann

Guests and Visitors present:

Bo Andersson, General Manager; Josh Simpson, Assistant Manager; Carolyn Bakker, Board Secretary

Also present:

Evelyn McDaniel, Susan Knaub, Sheri Frederickson, Paul Evanson, Debbie Fogle, Kathy Stevenson, Lyle Foye, Tina Reichenbach, Mike Merki, Bristol Bailey, Toni Ordener, Evelyn Pyburn (Yellowstone Co News), Spencer Stone, Karie Kane, Jim Kane, Luke Houghton, Eve Schwendt, Tom Zurbuchen, Quin Fuhrman,

President's Remarks on Conduct of Meeting:

There are two opportunities for members of the public, our customers, and employees, to make their voice heard on issues with the Water District. The first is the next agenda item. Any member of the public may be heard on any subject that is NOT on the agenda. You will have one opportunity to speak which is limited to 3 minutes. Please come to the lectern so your comments may be recorded by the microphone and may be heard. Please identify yourself by name and address and spell your last name for the Secretary. This is a good time to request items for consideration at future Board meetings. The Board will not engage in debate but will attempt to provide brief answers to relevant questions.

There is also an opportunity for you to be heard on the Agenda items before a vote. The Board President will acknowledge the Public after a motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hand. You may comment for up to three minutes. Each speaker will have only one opportunity to speak on an agenda item.

PUBLIC COMMENT and Questions to the Board on Non-Agenda Items:

Several members of the community participated in the public comment portion of the meeting.

Luke Houghton expressed appreciation of the Board distribution of the President's Report that communicated to the activities of the Board and the important issues such as the potential consolidation with the City of Billings Water Department. He mentioned that he had observed inflammatory comments on neighborhood Facebook pages regarding the potential consolidation. Issues that were being raised are whether employees would be treated fairly and how rates would be handled. He suggested that the Board enhance their communication efforts by adding information to the website and through social media.

Kathy Stevenson asked about earlier assurances that the district would not be paying for any of the new treatment system. The letter indicated that the district would be paying for part of the treatment system. Additionally, she asked whether Meadowlark sub would need to join the city to get water.

Tom Zurbuchen spoke about the origination of the consideration of the consolidation study. The contract for exploration of the consolidation pros and cons started back in 2024. The cost of the study was to be paid equally by the District and City. The contract the consolidation contract expired as of 12/31/2025. The original process was to have produced a report. He asked where the report was.

Tina Reichenbach questioned the board's representation of the Heights residents. She expressed her opinion that the customers of the Water District are just fine without the City. She went on to state that the Heights customers were not responsible for bailing out the City's water issues. She went on further to question the cost of changing out the water meters and the Board's interaction with the manager and employees. She expressed concern about President Essmann representation of the district as the city's appointee.

Paul Evanson encouraged the board to take their time in consideration of the consolidation. It is important to get this right. Ask questions and communicate. Spencer Stone, the owner of Curb Box Specialists was in attendance to introduce himself to the board. His company worked with the District for many years.

Directors' Responses to Questions from the public:

President Essmann addressed Tina's concern about his representation of the District. He told the group that he has been a property owner and customer of the district for over 42 years and that he's on nobody's payroll except for the \$100 per month that he and the other directors receive. He was appointed by the City of Billings to this board under a law.

He went on to thank Tom Zurbuchen for his comments. He went on to recognize that he and Mr. Zurbuchen had correspondence regarding the consolidation process. He stated that he reviewed the member agreement, and it clearly states that the study was limited to be a preliminary feasibility study. The feasibility study step is complete and just the first of many steps in a long process. He stated that he is in favor of posting the feasibility study as soon as possible.

Director Ellis explained that there are plans to have the presentation of the study in a larger forum and record it so it can be shared with the consumers. She also mentioned that the information about the consolidation study is available on the District's website.

Director Ellis addressed Kathy Stevenson's question regarding who pays for the City's new water treatment plant. She reminded the group that the City has been paying for the west side water plant for the last 8 years. The District will only start paying for it next year with the 28% increase in water rates and 20% the following year. The District purchases water from the City, so apart of the fees we pay go towards the water plant. 89% of the District's customers are city residents.

Approval of Agenda:

Director Graves made a motion to approve the agenda. It was seconded by Director Kary.

Public Comment:

Tom Zurbuchen asked to comment prior to the vote on the agenda. He stated that the agenda item regarding employment practices should be removed since the Board does not have the authorization to make employment decisions. Those decisions are solely the responsibility of the General Manager.

President Essmann responded that this District benefits from Federal Grants administered by the State of Montana. Part of the requirements for receiving those grants is meeting equal opportunity obligations. Qualifying for those grants is critical in terms of obtaining grant money that can reduce the costs for the District. It is the Board's fiduciary duty to oversee the budget. If the District fails to qualify, it will cost our customers a lot of money. He stated that he was in support of the motion to adopt the agenda. In respect to item 3, it is the board's duty to establish budgets and those budgets can be amended from time to time. The District has two vacancies coming up and is facing major increases in the cost of the water supply. No decisions will be made on this time during this meeting.

A roll call vote was taken on the acceptance of the addenda. The motion was passed unanimously.

Approval of Minutes

Director Graves made the motion to approve the minutes for the December 1, 2025 Special Meeting and the December 17, 2025, Board Meeting. The motion was seconded by Director Erpenbach. The motion was passed unanimously.

Consent Agenda:

1. Prepaid bills for approval
2. Balance Sheet
3. Income Statement
4. Budget Statement
5. Expense Statement
6. Stifel Statement
7. Montana Board of Investments, STIP
 - i. Investment Summary

President Essmann asked if of the Directors had questions or separations regarding the consent agenda. Director Ellis had a question about why the checks listed on the pre-paid bills list don't match the checks on the bank statement. She was concerned that the Board wasn't seeing a complete list of the checks issued.

Additionally, she asked where the Accrued Interest came from? GM Andersson explained that the interest that had been accruing on the District's loans hadn't been recorded. This has been corrected.

Director Ellis noted that there were two similar accounts- 401K and Profit sharing. GM Andersson explained that one is the amounts of the employee's contribution to

the 401k plan, the other is the accumulated amounts to be sent to the 401k plan provider. She also noted that the bank service charges are 136% over the budget after 6 months. MG Andersson said he would check it.

Director Kary made the motion to approve the Consent Agenda and Director Graves seconded it. The motion passed unanimously.

Managers' Monthly Report:

President Essmann posed a question the GM Andersson regarding the life-expectancy of PB (Polybutylene) pipe that has been used by the District. GM Andersson explained that the life expectancy of this pipe has been reached and then some. These pipes need to be replaced. He will prepare a report to describe the size of the issue.

President Essmann expressed his and the board appreciation for Suzie McKethen's service. She will be a loss for the District. Suzie is beloved by the customers and will be missed. She had submitted her letter of resignation after nearly 20 years of service.

Additionally, he recognized GM Andersson's retirement and expressed his appreciation for his service. GM Andersson has decided not to stay under his contract for another year and is departing on March 31, 2026.

Old Business:

Board Committee Reports

Audit Committee Report: Director Ellis reported that Strom and Associates are working on the contract. The online contract isn't complete and needs to be updated. They have given GM Andersson the instructions to submit the financials, and that has been completed.

Consolidation Study Committee Report: Director Ewalt reported that they had met to start negotiations. Morrison-Maierle report had presented their report to the City. They are working on cost analysis of any water mains that need to be changed. That will be the big thing they are studying and are getting close. It suggested posting the Consolidation study be posted on the District's website be added to New Business.

City Rate Negotiations Committee Report: Director Ellis reported that there wasn't a meeting. The City released their report and the report stated that none of the concerns brought up by the District were valid. The City remains willing to reopen the existing agreement and engage in good faith discussions. Director Ellis said that the last thing the District will want to do is reopen it. She recommended that the Board direct President Essmann contact the City inform them that we are satisfied with the report and do not intend to open the contract. Director Ellis made motion to direct President Essmann to write a letter to city that the District is not electing to re-open the contract. Director Erpenbach seconded the motion.

Public Comment:

Mike Mackie expressed his disappointment with the Board's intention to conclude the negotiations at this time. He pointed out that the District had paid \$57,000 to Raftelis for a report and didn't use it. Director Ellis pointed out that the Raftelis report had been given to the city and they replied that the issues that the report pointed out were not valid.

Tom Zurbuchen brought up concern that emails from the city regarding Rate Negotiation are not readily available to the public as per state law. Director Ellis replied that the letters were included in the GM's report and that report is available in the meeting packet online.

Luke Houghton stated that it is very clear that given our relationship with the city is that they are who we purchase water from we are at their mercy of the rates we pay. Re-opening the contract could result in higher rates. He appreciates the thoughtful negotiation of the Board and not pushing so far are that we potentially suffer a higher rate as rate payers.

Director's comments:

Director Erpenbach asked if the report from the rate report has been released to the public? GM Andersson reported that the Nexis report hadn't been included in the packet.

Director Kary made a substitute motion to defer the decision until such time that the letters and reports related to rate negotiation be posted the letters from the City online. The Board will hold a Special Meeting after the documents are available online for the public to review.

Director Ellis made a substitute motion to include the Nexis, Raftelis reports on the District website. Director Ewalt recommended that a letter be sent to Raftelis to let them know to stop any further work. The President will call a Special meeting to address these issues. Director Erpenbach seconded the motion.

Mr. Evanson agreed that publishing the reports and letters was a good idea and in the public's interest.

The motion was passed.

RFQ for PER and CIP Committee report: Director Ewalt reported that Morrison-Maierle that the City is also preparing a CIP Study and doing a CIP report would be redundant. They suggested that we may want to review their report before going forward. President Essmann suggested that the Board continue the study so they know what Capital Improvements would be needed in the future in the event that consolidation doesn't occur.

Employee Handbook Committee Report: Director Erpenbach stated that the function of the board is supervision. The committee's purpose was to update the manual to bring it up to current laws and regulations. The old manual was outdated, had policies that had not been approved by the Board. The committee did an extensive review of the manual with assistance of the GM. The manual has been reviewed by the attorney, Associated Employees.

The committee received a letter from the employees bringing up a discrepancy between old policy and current policy regarding overtime and holiday policy. The committee requested that these policies be added to the manual at this time. The other items in the letter will be reviewed at a later date.

Director Erpenbach moved for pass the Resolution with the addition of Overtime and Holiday pay. Director Ellis seconded the motion.

Public Comment

Quin Fuhrman, an employee of the District stated Height Water employees operate professionally, and transparently. He disagrees with the Board's interference and overreach of certain board members in the employee's ability to do their jobs. Additionally, he disagrees with the policy in the manual that sets the policy that employees

are not allowed to take District vehicles home, except when on call. He stated that this policy would cause delays in response time to emergency water leak calls.

Josh Simpson, Asst Manager requested that the approval of the be delayed until the changes all of the issues in the letter have been addressed.

Mr. Spencer spoke in favor of allowing employees home to make the response time quicker. Tina Reichenbach recommends working with employees. Tom Zurbuchen stated that he is favors employees taking trucks home to provide better service.

Director's Comments

Director Ellis clarified that the policy states that the on-call person takes their trucks home and must live within 15 minutes. Employees taking truck home can become a tax issue. Director Graves expressed the feeling that the employees having trucks at home- other entities allow it.

President Essmann stated that the on-call person will call for assistance from other employees if needed. The policy can be updated as is needed.

GM Andersson told the Board that they should have consulted with the employees in the process of updating the policy. He further explained that trucks are part of their tools and feels that the employees should be allowed to take the trucks home. President Essmann reminded the group that other entities only have one person on call.

Resolution to Adopt Employee Handbook- Roll call vote was conducted and passed 5-1.
Director Graves voting no.

New Business:

Discussion of Employee Hiring Process and Guidelines: GM Andersson said that District must follow Montana guidelines. We didn't have one in place, and we should adopt formal hiring procedures. Director Ellis proposed a committee be assigned to review the policy. It will be added to February Board meeting Agenda.

Resolution to Adopt General Policy to Transfer all funds from maturing CD's and Cash Accounts with Stifel to the State of Montana Short Term Investment Pool: Director Ellis made a motion that the resolution be adopted, it was seconded by Director Kary.

Public Comment:

Tom Zurbuchen made the comment that State fund is short term fund. With interest rates falling, he questioned how wise that is to move funds into short-term investments. President Essmann replied that we will still have long term investments, not everything will come due in the next 14 months.

The resolution was passed unanimously.

Discussion of pause in filling anticipated vacant staff positions pending a study of consolidation of positions: President Essmann stated that the Board is looking for ways to reduce the expenses. They would like to see a study of what individual staff members do, to see if there are ways to be more efficient. The exit of Suzie may be an opportunity.

GM Anderson has asked Suzie to update her job description and assist in the hiring process. Assistant Manager Simpson stated that the audit dings the district for separation of duties. If Suzie's position isn't filled that aggravates the separation of duties. Having the two employees to cover each other's desk for lunch, vacations and answer phones.

GM Andersson suggested having the staff create a task list and look to see what can be re-arranged. Director Ellis pointed out that the City only has 1 receptionist and still has the duties covered. Director Graves commented that he feels that there need to be 2 people to cover the front desk.

Items for future Board Meetings

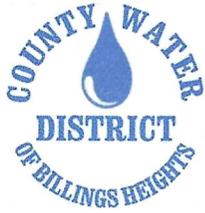
Announcements:

Next Board Meeting: February 18, 2026, 6-9 pm

ADJOURNMENT



Carolyn B. Bakker, Board Secretary



COUNTY WATER DISTRICT OF BILLINGS HEIGHTS

Special Meeting Minutes

January 29, 2026, 9 AM

Location :1540 Popelka Drive, Billings MT & Zoom

The Special meeting was opened with the Pledge of Allegiance and called to order by President Essmann at 9 a.m.

Roll Call of Board Members and Introduction of Guests and Visitors

- **Board members present:** Directors Ellis, Ewalt, Erpenbach, Kary (via Zoom), Graves and President Essmann.
- **Other Present:** General Manager Bo Andersson, Assistant Manager Josh Simpson, Board Secretary Carolyn Bakker, Evelyn Pyburn (Yellowstone Co News)
- **Guest Present Via Zoom:** Brandon Fleury

President's Remarks on Conduct of Meeting

There are two opportunities for members of the public, our customers, and employees, to make their voice heard on issues with the Water District. The first is the next agenda item. Any member of the public may be heard on any subject that is NOT on the agenda. You will have one opportunity to speak which is limited to 3 minutes. Please come to the lectern so your comments may be recorded by the microphone and may be heard. Please identify yourself by name and address and spell your last name for the Secretary. This is a good time to request items for consideration at future Board meetings. The Board will not engage in debate but will attempt to provide brief answers to relevant questions.

There is also an opportunity for you to be heard on the Agenda items before a vote. The Board President will acknowledge the Public after a motion has been made and discussed by the Board for their input. The President will recognize speakers who raise their hand. You may comment for up to three minutes. Each speaker will have only one opportunity to speak on an agenda item.

PUBLIC COMMENT and Questions to the Board on Non-Agenda Items:

President asked for public comment from the public. None were offered.

Approval of Agenda : Director Graves made a motion to approve the agenda. The motion was seconded by Director Ewalt. The motion was passed unanimously.

Managers' Report: President Essmann had requested that GM Andersson give the Board a verbal report on several items.

1: Conflict Resolution Training: The training is scheduled for February 9, 2026. The date was selected to work around an employee's pre-scheduled vacation.

2: Update on the installation of the GPS units in the District trucks: The installation on the two Freightliner dump truck has not been completed. They require special wiring and since they are rarely used, they have not been a priority.

Director Ellis requested a specific date for completion of the installation on those trucks. Director Ewalt mentioned that we have several unused units and ask for clarification of what would be done with them. President Essmann offered to check on options. He also stated that he would be contacting the vendor to learn about the types of reports that will be available from the GPS program.

3: Implementation of Employee Policy Manual: GH Andersson reported that the Employee manual has been printed and distributed to the employees for signature. The employees have made several comments and recommendations that they would like the Board to consider for updates to the manual. He pointed out that the employees weren't included in the manual review process.

The major issue that was identified was on the policy of how on-call and stand-by employees are assigned for after hours and weekends and trucks. He will send the board members his recommendation.

Director Ellis reminded the group since this had not been included in the agenda and hadn't been posted in the time frame required, that this discussion should be added to a future meeting. President Essmann agreed that it should be added to a future agenda.

Essmann asked about how many servicemen are required for a call. GM Anderson replied that it depends on the call. Typically, one employee should be able to take care of the call. In the event of a bigger event, such as a fire hydrant, a second employee would be needed. GM Andersson requested clarification on how calls should be made. Director Ellis replied that it is the managers part of their duties to make the assignments for service.

GM Andersson expressed concern that the Manual doesn't clearly describe how the on-call works. Director Ewalt stated that the manager should have a plan on making on the system. President Essmann recommended that the discussion be added to next month's meeting. GM Andersson has been requested to submit a recommendation on how emergency policy to be considered to add to the manual.

Old Business:

Resolution Concerning Rate Negotiation with Water Provider

- Reports and Correspondence
- Rafetilis Report
- Nexius Report

Director Ellis made a motion to approve the Resolution Concerning Rate Negotiation with Water Provider. Director Erpenbach seconded the motion. The motion passed unanimously.

Resolution concerning Posting of Preliminary Feasibility Study on Consolidation of Water Delivery Service:

Director Ewalt made the motion to approve the Resolution to Post the Preliminary Feasibility Study on Consolidation of Water Delivery Service. The motion was seconded by Director Kary.

Director Ellis stated that the Technical Report 4 & 5 should also be posted at this time and hadn't seen Technical reports 1-3 either. President Essmann said that those reports could be taken up at the next meeting. He will contact Deb Meling at the city to request those reports.

President Essmann requested that the "Preliminary Feasibility Study Just the First Step" document be included in the posting of the report. The document discusses the multi-step process of evaluating a potential consolidation with the city.

Director Ellis questioned whether the document should include a reference for a new Capital Improvement Plan (CIP). President Essmann explained that a CIP plan is important to have if the consolidation doesn't come to happen. The District will need to have a plan in place to continue forward. The CIP plan also lays the groundwork for future rate negotiations in that the report would have a more accurate projection of population and needs.

Director Ewalt asked how many miles of AC pipe are under gravel streets? The city is working on eliminating gravel streets. Replacing pipes under paved streets is more expensive. AM Simpson replied that he didn't have that information at this time.

GM Andersson sent the Board a report yesterday that the Board hadn't had a chance to review. The report will show what has been done and what remains to be done.

President Essmann will contact Morrison-Maierle to see if they are interested in preparing a report. Director Ellis expressed her object to included reference to a CIP in the document.

The Board voted on the Resolution concerning Posting of Preliminary Feasibility Study on Consolidation of Water Delivery Service. The resolution was approved unanimously.

President Essmann made the motion to include the preface to the feasibility study. Director Graves seconded the motion. The motion was approved 5-1,

Director Ellis voted no.

New Business

Resolution to Appoint Search Committee for New General Manager:

Director Ellis made the motion, and it was seconded the motion. There was a discussion that a job description be posted immediately to begin the search. The motion passed unanimously. President Essmann requested that any board members that are interested in serving on the search committee and he will name a committee chair. The motion was passed unanimously.

Items for future Board Meetings

- Specifics for on-call policy from Bo with cost
- Audit Contract
- Replies to questions posed by Director Ellis regarding last month's financial statements.
- Inclusion of Technical Reports 1-5 in the Feasibility Study posting.

Announcements:

Next Board Meeting: February 18, 2026, 6-9 pm

Meeting was adjourned at 9:55 am.



Carolyn B. Bakker, Board Secretary

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Travelers Bond Review

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Semi-Annual Bond Review with Travelers Insurance

BACKGROUND:

See attached

RECOMMENDED ACTION:

File

Attachments

Travelers Bond Review

Yellowstone County



FINANCE
(406) 256-2754
(406) 254-7929 (FAX)

P.O. Box 35003
Billings, MT 59107-5003

March 3, 2026

Board of County Commissioners
PO Box 35000
Billings, MT 59107

Dear Board of County Commissioners:

Per MCA 7-4-2213, the *"County Commissioners shall examine, at a regular meeting in March and September of each year, all official bonds of all county officials then in force and effect and investigate the qualifications and financial condition and liability of all sureties thereon and their sufficiency"*. The Finance department has reviewed the financial strength ratings of Travelers Casualty and Surety Company of America (the Provider) which underwrites the Public Employee Dishonesty policy purchased by Yellowstone County. Our review indicates the Provider's financial strength ratings are predominantly in the "A" range among all four of the major bond rating agencies. Since these ratings are based on quantitative as well as qualitative factors, we believe this review satisfies MCA 7-4-2213.

If you have any questions, please feel free to contact me at 256-2816.

Sincerely,

A handwritten signature in blue ink that reads "Jen Jones".

Jen Jones
Finance Director

Financial Strength | Travelers Insurance

Financial Strength Ratings

Travelers is one of the largest providers of property and casualty insurance products in the United States. Our success is built upon our ability to provide innovative insurance and risk protection products and services in-synch with our customers' needs.

Summary of current ratings

The following is a summary of Travelers' ratings:

Claims-paying/financial strength ratings

	A.M. Best	Fitch	Moody's	Standard & Poor's
Travelers Reinsurance Pool ¹	A++	AA	Aa2	AA
Travelers Casualty and Surety Co. of America	A++	AA	Aa2	AA
First Floridian Auto and Home Insurance Co. ²	A-	AA	NA	NA
Travelers Insurance Company of Canada	A+	NA	NA	AA-
The Dominion of Canada General Insurance Company	A-	NA	NA	NA
Travelers Insurance Company Ltd.	A++	NA	NA	AA
Travelers Insurance Designated Activity Company	A++	NA	NA	AA-

Notes: NA indicates that no rating is available.

All companies are rated separately on a statutory pool basis.

¹ The lead operating company in the pool is The Travelers Indemnity Company. A list of additional operating companies within the pool can be found in the company's [10-K and 10-Q filings](#) with the SEC.

² First Floridian is a single-state subsidiary of The Travelers Indemnity Company.

	A.M. Best	Fitch	Moody's	Standard & Poor's
Senior Debt ³	a+	A	A2	A
Subordinated Debt	a ⁴	BBB+	A3	A-
Junior Subordinated Debt	a-	BBB+	A3	BBB+

³Substantially all debt is held at the parent company, The Travelers Companies, Inc., or its subsidiaries, Travelers Property Casualty Corp. and Travelers Insurance Group Holdings, Inc.

⁴Indicative rating

	A.M. Best	Fitch	Moody's	Standard & Poor's
Commercial Paper	AMB1+	F-1	P-1	A-1

Background on ratings

Ratings agencies typically issue two types of ratings:

- Claims-paying and/or financial strength ratings assess an insurer's ability to meet its financial obligations to policyholders.
- Debt ratings assess a company's prospects for repaying its debts and assist lenders in setting interest rates and terms for a company's commercial paper, loans, bonds, etc.

The system and number rating categories can vary widely from agency to agency. Travelers' claims-paying/financial strength ratings relative to each agency's rating scale are as follows:

A.M. Best	Moody's	Fitch	S&P
A++ (Highest of 16)	Aa2 (3rd highest of 21)	AA (3rd highest of 24)	AA (3rd highest of 21)
A (3rd highest of 16)			AA- (4th highest of 21)
A- (4th highest of 16)			

Customers usually focus on claims-paying ratings, while creditors look at debt ratings. Investors use both to evaluate a company's overall financial strength. Travelers receives ratings from the major rating agencies:

- A.M. Best Co., Fitch Ratings, Moody's Investors Service and Standard & Poor's Corp.

Ratings factors considered

Ratings agencies examine a myriad of key factors:

- Quantitative financial performance – profit margins, financial leverage, liquidity, cash flows, capital and surplus ratios.
- Qualitative judgments – underwriting cycle, competitive environment, regulatory and political factors, soundness of reinsurance, reserves, quality of invested assets, management experience and accomplishments.

For additional information and the latest ratings, please see:

www.ambest.com
www.fitchratings.com
www.moodyys.com
www.standardandpoors.com

Financial strength ratings information is provided to The Travelers Companies, Inc. via third-party resources. The Travelers Companies, Inc., its affiliates and its third-party licensors do not guarantee the accuracy, adequacy, completeness or availability of ratings information.

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Response to Audit Findings - February 23, 2026

Submitted By: Amy Mills

TOPIC:

February 1 - February 15 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT
February 1 to February 15, 2026

Date: 2/20/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

From my office's review of the above referenced payroll, the findings are noted below:

Date	Employee Name	Department	Finding
2/20/26	Kuczyinski, Caitlin	CA	Reg hrs. s/b 60.75, OT s/b 5.75 hrs, update accruals
2/20/26	Clark, Callie	Metra	Sick leave fund acct # s/b 5810.554.460442.111

B.O.C.C. Regular

Meeting Date: 03/03/2026

Title: Harris Park Maintenance Contract

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Harris Park Maintenance Contract

BACKGROUND:

Addendum #1 with Zacher Park Maintenance for Harris Park.

RECOMMENDED ACTION:

File

Attachments

Contract

ZACHER PARK MAINTENANCE
414 LACEY ROAD
BILLINGS, MT 59101
License number OL-26-44768

UPDATED PROPOSAL FOR LAWN CARE AND MAINTENANCE OF HARRIS PARK IN LOCKWOOD

DATE: May 16, 2025

TO: Yellowstone County Public Works Department

LABOR FOR ITEMS 1-12 BELOW:

1. Mow, trim and pull weeds.
2. Haul off clippings etc. as needed.
3. Tree trimming from ground level as needed
4. Minor repair to Automatic Sprinkler System heads and pipe.
5. Pick up garbage and move bin to street for pick up weekly
6. Maintain provided equipment including winterization, blade sharpening, minor tune up etc.
7. Make minor repairs on playground equipment and grounds as needed.
8. Provide Yellowstone Co. Public Works Department with receipts for fuel, oil and any other maintenance items for reimbursement.
9. Clean all park owned equipment after use.
10. Manage and coordinate with Sub Contractor's for sprinkler maintenance, fertilization, aeration and grounds repairs if needed.
11. Provide proof of Liability Insurance and Business License.

BID AMOUNT: JUNE 1, 2025 - OCTOBER 31, 2025

Lump Sum=\$230.00 per week (assuming 5 hours per week)
\$38.00 per hour to be charged for every hour after 5.

BID AMOUNT: JUNE 1, 2025 - SEPTEMBER 30, 2025

Lump Sum=\$240.00 per week (assuming 5 hours per week)
\$38.00 per hour to be charged for every hour after 5.

EXCLUSIONS:

1. Supply of equipment other than small tools
2. Supply of any chemicals
3. Workmans Comp insurance. (self employed)
4. Any items not specifically listed above.
5. Labor November-end of April. If labor is needed during this time, it will be handled on a case by case basis

QUALIFICATIONS:

1. All equipment to be provided by Harris Park or Others
2. Invoicing to be submitted on a weekly basis
3. Payment of invoices to be due upon receipt.

Amendment to Original Proposal Effective February 1, 2026:

1. \$50.00 per month for weekly general inspection, clean up and garbage removal.
Time period from November 1st thru April 30th.
Compensation for major repairs if needed, will be compensated as per the original contract.

Max Zacher, Owner

February 19, 2026

Harris Park Maintenance

Addendum #1

The original contract was signed on June 2, 2025. The addendum will add additional duties for weekly general inspection, cleanup and garbage removal. The monthly fee will be \$50.00 February-April. All other terms remain the same.

Yellowstone County
Billings, MT 59101

Contractor
Max Zacher

Monica Pledon 2/19/26
Signature/Date

Max Zacher
Signature/Date