

OFFICIAL AGENDA
TUESDAY April 7, 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

- a. Open and Acknowledge RFP for Janitorial Services at the Ostlund Building
- b. Open and Acknowledge RFP for Metra Arena East Rock Stabilization

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

Acceptance of an Agricultural Tract on Tract 1 of Unnumbered COS owned by the Delton and Jean Cristman Living Trust located in Section 19, Township 3 North, Range 26 East

2. COMMISSIONERS

- a. Contract with Alleged PI
- b. Board Appointments - Micah Reinhardt & John Lamontagne to Lockwood Fire District #8

3. FINANCE

- a. Letter of Continued Commitment of Match Funds for the Lockwood Water and Sewer Extension Project Funded through EDA
- b. Bond for Lost Warrant
- c. Cancellation of 5th Wheel Truck IFB
- d. Contract Amendment - A&E Fire Alarm Redesign
- e. Change Order - Cucancic - Extension Bldg
- f. MetraPark - IATSE Contract

4. **PLANNING DEPARTMENT**

Final Resolution 26-43 Approving Zone Change #734 - Generally Located at 481 S 56th St. - A Zone Change Request from Agriculture 10+ acres (A) to Public Educational Campus (P3)

5. **SHERIFF**

YCDF-CML Security Annual Maintenance Agreement

6. **HUMAN RESOURCES**

a. Chemnet Service Agreement Contract

b. **PERSONNEL ACTION REPORTS - Sheriff's Office** - 1 Appointment, 3 Salary & Other, 1 Termination; **Clerk and Recorder** - 1 Appointment; **Facilities** - 1 Termination; **Detention Facility** - 3 Salary & Other, 1 Termination; **IT** - 1 Termination; **Youth Services Center** - 1 Termination; **County Attorney** - 1 Salary & Other

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Board Minutes

2. **CLERK OF DISTRICT COURT**

Checks and Disbursements for March 2026

3. **COMMISSIONERS**

Board Minutes - Tax Appeal Board 4/1/26

4. **PUBLIC WORKS**

a. Contract with Jim Rooney Excavating Inc.

b. Contract with Sanbell for On-Call services

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

a.

Meeting Date: 04/07/2026

Title: RFP Janitorial Services at the Ostlund Building

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Open and Acknowledge RFP for Janitorial Services at the Ostlund Building

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

b.

Meeting Date: 04/07/2026

Title: Open and Acknowledge RFP for Metra Arena East Rock Stabilization

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Open and Acknowledge RFP for Metra Arena East Rock Stabilization

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: Cristman Ag Covenant

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Acceptance of an Agricultural Tract on Tract 1 of Unnumbered COS owned by the Delton and Jean Cristman Living Trust located in Section 19, Township 3 North, Range 26 East

BACKGROUND:

Reviewed.

RECOMMENDED ACTION:

Accept and approve,

Attachments

Cristman Ag Covenant

MC 5

RETURN TO:
Delton and Jean Christman
2973 Providence Place
Billings, MT 59102

ACCEPTANCE OF AGRICULTURAL EXEMPTION

A Certificate of Survey of the following described lands is being submitted for recordation at the Yellowstone County Clerk and Recorder's office, whereby the landowners, Delton and Jean Christman, Trustees of the Delton and Jean Christman Living Trust, wish to enter into a covenant running with the land and revocable only by mutual consent of the governing body of Yellowstone County and the property owner, or their successor in interest, that the land will be used exclusively for agricultural purposes, pursuant to Section 76-3-207(1)(c), M.C.A.

Legal Description: Tract 1 of Certificate of Survey _____

Recorded as Document No. _____

Whereas the landowners have signed on the face of the Certificate of Survey their intent and desire to enter into said covenant, the Board of County Commissioners of Yellowstone County do hereby accept and agree to the covenant being placed upon the above described land. A change in the use of the land for anything of than agricultural purposes subjects the land to the provisions of Parts 5 & 6 of the Montana Subdivision and Platting Act (MSPA) in the Montana Code Annotated.

Dated this _____ day of _____, 2026.

Yellowstone County Commissioners

Chairperson

Commissioner

Attest:

Jeff Martin, Clerk & Recorder

Commissioner

STATE OF MONTANA)
)
County of Yellowstone)
 :ss

On this _____ day of _____, 2026, before me the undersigned Notary Public of the State of Montana personally appeared Mark Morse, Mike Waters, and Chris White, members of the Yellowstone County Board of Commissioners, and Jeff Martin, Yellowstone County Clerk & Recorder known to me to be the persons who signed the foregoing instrument and who acknowledged to me that they executed the same. Witness my hand and seal the day and year herein above written.

Signature
Printed Name: _____
Notary Public in and for the State of _____
Residing at: _____
My Commission Expires: _____

B.O.C.C. Regular

2. a.

Meeting Date: 04/07/2026

Title: Contract with Alleged PI

Submitted By: Erika Guy

TOPIC:

Contract with Alleged PI

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Contract

PROFESSIONAL SERVICES CONTRACT



This contract is entered into this ____ day of _____, by and between the **BOARD OF COUNTY COMMISSIONERS**, Yellowstone County, Montana, hereinafter referred to as the “**BOARD**,” and **ALLEGED P.I.** hereinafter referred to as “**CONTRACTOR**”.

1. The BOARD employs CONTRACTOR to perform duties as an investigative consultant on behalf of the County.

SCOPE OF SERVICES:

2. CONTRACTOR agrees to perform, in a professional, timely manner, all duties, both expressed and implied, that relate to the following scope of services as requested and authorized by the BOARD or its their designee: Employment-Related investigations, including Workers Compensation claims involving County employees, Unemployment insurance claims involving County employees, Allegations of employee misconduct including fraud and/or theft of County services.

TERM:

3. The term of this contract will commence on April 1, 2026, and terminate on December 31, 2026. Either party reserves the right to terminate this contract at any time. Should either party desire to terminate this contract, the terminating party shall give thirty (30) days written notice.

COMPENSATION:

4. The BOARD agrees to pay CONTRACTOR \$100.00 (On hundred dollars) per hour and the BOARD will reimburse lodging and meal expenses, as required, at actual cost.

5. CONTRACTOR will submit monthly invoices within 30 days after end of each month.

INDEPENDENT CONTRACTOR:

6. The CONTRACTOR is an independent contractor and not a County employee. The CONTRACTOR agrees to perform the labor and terms of this contract as an independent contractor, and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the CONTRACTOR, or any of its agents or employees, is/are the employee(s) of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

WORKER'S COMPENSATION:

7. The CONTRACTOR agrees to provide all required worker's compensation coverage for its agents and employees during the term of this contract, if applicable.

INDEMNITY:

8. CONTRACTOR expressly agrees to hold harmless and indemnify Yellowstone County, its elected officials, employees, and agents from liability, loss, or damage(s), including costs and reasonable attorney's fees for defense of the same that Yellowstone County may suffer as a result of CONTRACTOR's negligent acts, errors, or omissions, or the negligent acts, errors, or omissions of CONTRACTOR's agents or employees in the performance of the professional services under contract.

LEGAL REMEDIES:

9. Should either party commence litigation, arbitration, or mediation proceedings relating to this agreement, or to enforce or interpret any provisions of this agreement, the prevailing party shall

be entitled to recover all reasonable expenses, including attorney's fees, witness and expert witness fees and court costs.

10. The parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Billings, Yellowstone County, Montana.

11. CONTRACTOR shall not sublet or assign any of the services covered by this contract without the express written consent of the BOARD.

This contract constitutes the full and complete contract between the BOARD and CONTRACTOR. The provisions herein relating to the terms and conditions of this Professional Services Contract supersede any and all prior agreements, resolutions, practices, policies, rules and regulations concerning terms and conditions inconsistent with these provisions. Any modifications to this contract shall be made in writing signed by both parties.

NON-DISCRIMINATION:

Yellowstone County does not discriminate on the basis of race, creed, color, religion, sex, national origin, physical or mental disability, age, political ideas or marital status. Entities contracting with Yellowstone County to deliver goods or services must ensure their agents, employees and sub-contractors do not discriminate or cause for such discrimination as enumerated above, among them or their employees or recipients of the goods and/or services to be offered. Moreover, CONTRACTOR shall comply with all fair labor practices and must meet the requirements of all State statutes relative to CONTRACTOR'S Independent Contractor status, described herein.

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IN WITNESS WHEREOF, the party set their hands and seals _____ day of
_____ 2026.

CONTRACTOR

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

ALLEGED P.I.,

Mark Morse, Chairman

Contractor

Michael J. Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

2. b.

Meeting Date: 04/07/2026

Title: Board Appointments

Submitted By: Erika Guy

TOPIC:

Board Appointments - Micah Reinhardt & John Lamontagne to Lockwood Fire District #8

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Appointment Letters

Yellowstone County



COMMISSIONERS
(406) 256-2701

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

April 7, 2026

Mr. John Lamontagne
5510 Moon Ridge Trail
Huntley, MT 59037

RE: Lockwood Fire District #8

Dear Mr. Lamontagne,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to May 1, 2029.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Derek Yeager, 2825 3rd Ave N, Billings, MT 59101

Yellowstone County



COMMISSIONERS
(406) 256-2701

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

April 7, 2026

Mr. Micah Reinhardt
1160 Maxer Drive
Billings, MT 59101

RE: Lockwood Fire District #8

Dear Mr. Reinhardt,

The Board of County Commissioners of Yellowstone County has appointed you to represent Yellowstone County as a member on the above-named board. Your term by this appointment will be to May 1, 2029.

We wish to take this opportunity to thank you in advance for accepting this community service.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

BOCC/eg

cc: Board File - Clerk & Recorder
Mr. Derek Yeager, 2825 3rd Ave N, Billings, MT 59101

B.O.C.C. Regular

3. a.

Meeting Date: 04/07/2026

Title: Letter of Continued Commitment of Funds - EDA grant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Letter of Continued Commitment of Match Funds for the Lockwood Water and Sewer Extension Project Funded through EDA

BACKGROUND:

In order to move forward with our Change of Scope request from December 23, 2025, in order to utilize the remaining \$2 million in EDA funding, EDA has requested an updated Letter of Commitment of Match funds. They requested a letter that would outline that the County will not ask for additional funding if this added work goes over budget. Any match funds are those already committed to be spent under this grant through the Lockwood TEDD funds. No additional funds have been added.

RECOMMENDED ACTION:

Sign.

Attachments

Letter of Continued Commitment of Funds - EDA grant

Yellowstone County



COMMISSIONERS
(406) 256-2701

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

April 7, 2026

Economic Development Administration
Denver Regional Office
1244 Speer Boulevard, Suite 431
Denver, CO 80204

RE: Lockwood Targeted Economic Development District (TEDD) EDA
Disaster Supplemental Funding Change of Scope Request

To Whom It May Concern,

Please accept this letter as formal confirmation that Yellowstone County will not seek any additional funding beyond the original U.S. Economic Development Administration grant award for the expanded scope of work associated with the Lockwood Targeted Economic Development District (TEDD) project.

Yellowstone County is committed to completing the expanded scope using the remaining funds from the previously awarded grant and is confident that the project can be successfully delivered within those resources.

The County will continue to honor its commitment to provide the required matching funds for the project. These match funds are unencumbered, unrestricted, and will remain committed through the completion of the project.

Yellowstone County, as the applicant and authorized representative, retains full authority to obligate and expend funds on behalf of the Lockwood TEDD and remains fully committed to the successful completion of this project.

If you have any questions or require additional information, please do not hesitate to contact our office.

Thank you for your consideration.

Sincerely,

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

B.O.C.C. Regular

3. b.

Meeting Date: 04/07/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on checks lost or stale dated, form notarized and returned.

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On June 3, 2024 Yellowstone County issued a warrant numbered 537026 to BRENTS, CATHERINE (Principal) in the amount of \$234.84. The warrant was drawn in payment of REFUND TAX CODE 1000799 PO:601953. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$234.84 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 469.68 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

[Signature]
Principal Signature

9 King Edward Pl
Mailing Address for replacement check

Billings, MT 59105
City, State Zip

State of Montana)
County of Yellowstone) : (seal/stamp)

This instrument was acknowledged before me on this 31st day of March, 2024,
by Catherine Brents

[Signature]
Notary Signature

(NOTARIAL SEAL/STAMP)



APPROVED:

Chair, Board of County Commissioners

Date

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

BOND FOR LOST WARRANT

On November 29, 2024 Yellowstone County issued a warrant numbered 102504 to EGBERT, CALEB A (Principal) in the amount of \$120.00. The warrant was drawn in payment of DISTRICT COURT CASE. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$120.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$240.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

Caleb Egbert
Principal Signature

2722 3rd Ave N. STE 329
Mailing Address for replacement check

Billings, MT 59101
City, State Zip

State of Montana)
County of Yellowstone) : (seal/stamp)

This instrument was acknowledged before me on this 31st day of March, 2026

by Caleb Egbert

Rachelle Orth
Notary Signature

(NOTARIAL SEAL/STAMP)



APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

3. c.

Meeting Date: 04/07/2026

Title: Cancellation of 5th Wheel Truck IFB

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Cancellation of 5th Wheel Truck IFB

BACKGROUND:

An invitation for bids to provide the Public Works department five new 5th wheel trucks was published on February 3rd, 2026. Bids were opened and read aloud on February 24th, 2026. After review of the bids by staff, it is recommended that the BOCC reject all bids and bid securities be returned to participants. It is the Public Works department's intent to pursue pricing vehicles through a cooperative purchasing agreement allowed by the County's purchasing policy.

RECOMMENDED ACTION:

Approve

B.O.C.C. Regular

3. d.

Meeting Date: 04/07/2026

Title: Contract Amendment - A&E Fire Alarm Redesign

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Contract Amendment - A&E Fire Alarm Redesign

BACKGROUND:

The Finance Department is requesting an amendment to the contract with A&E for providing a basis of design for a new fire alarm panel and voice evacuation. This will also increase fees to cover additional contractor support due to unforeseen delays in the start of construction. The fees for this amendment are \$4,500 for the fire alarm design and not to exceed \$10,000 for additional contractor support for a total of \$14,500.

RECOMMENDED ACTION:

Sign amendment and return a copy to Finance.

Attachments

G802-2017 - 24104.00 -B&N Phase Fees_3.27.2026

AIA® Document G802® – 2017

Amendment to the Professional Services Agreement

PROJECT: *(name and address)*
Yellowstone County Courthouse

AGREEMENT INFORMATION:
Date:
11.08.2024

AMENDMENT INFORMATION:
Amendment Number:
1
Date:
03.27.2026

OWNER: *(name and address)*
Yellowstone County Commissioners
217 North 27th Street
Billings, Mt 59101

ARCHITECT: *(name and address)*
A&E Design
124 N. 29th Street
Billings, Mt 59101

The Owner and Architect amend the Agreement as follows:

A&E's Bidding and Negotiations phase fee to be increase by \$10,000. This fee increase will be billed as a hourly not to exceed amount and will cover additional contractor support due to unforeseen delays in the start of construction. A&E will notify the owner if and when we approach 80% spent on this phase and fee increase.

Fire Alarm redesign: IMEG will provide a basis of design for a new fire alarm panel and voice evacuation for \$4,500

- Coordination with Fire Marshal and Building Department
- Design new fire alarm panel with voice evacuation capabilities for floors 1-3 with ability to be expanded upon to encompass the entire building in the future
- Revise fire alarm floor plans to include voice evacuation
- Revise fire alarm details and riser to include voice evacuation
- Revise fire alarm specifications to include voice evacuation

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

\$14,500

Schedule Adjustment:

NA

Dusty Eaton

ARCHITECT (Signature)

BY: Dusty Eaton, AIA, Principal, CEO

(Printed name, title, and license number if required)

3/27/2026

Date

OWNER (Signature)

BY: Mark Morse, Yellowstone County Commissioner

(Printed name and title)

Date

B.O.C.C. Regular

3. e.

Meeting Date: 04/07/2026

Title: Change Order - Cucancic - Extension Bldg

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order - Cucancic - Extension Bldg

BACKGROUND:

The Finance department is requesting Commissioners' approval for a change order with Cucancic Construction for the Extension Building. This change order will add flooring replacement for the IT closet as well as replacement of doors with new solid wood doors to dampen sound between offices. The total for these change orders is \$5,993.78, bringing the total contract value to \$76,163.78. There are sufficient funds in the project budget to accommodate these changes.

RECOMMENDED ACTION:

Approve change orders and return a copy to Finance.

Attachments

COP #3 Additional Doors

COP #2 LVT Add in IT Rm

Cucancic Construction, Inc.



P.O. Box 80307 ♦ Billings, MT 59108-0307 ♦ USA
Phone (406) 294-2440 Fax (406) 294-2444 www.cucancic-construction.com

CHANGE ORDER PROPOSAL # 3 Door Addition

Proposal Submitted to: Jeff Winkler					
Address:	800 Granite Tower	Date:	Thursday, March 26, 2026		
	222 N 32nd St	Job Name:	Yellowstone County Office Extension		
	Billings, Mt	Job Location:	Billings, MT		
Attn:	Jeff Winkler	Phone:	406-248-7811	Fax:	NA

Proposed Change:

Addition of 5 solid core doors, frames, hardware and casing at 1st floor.

5 solid core prehung doors and hardware @ \$550.00	\$ 2,750.00
180' door casing @ \$3 per foot	\$ 540.00
10 hrs labor @ \$80 per hour	\$ 800.00

Overhead and Profit 20%	\$ 4,090.00
Sub Total	\$ 818.00
	\$ 4,908.00

Insurance 1.5%	\$ 73.62
Sub Total	\$ 4,981.62

Total of Work	\$ 4,981.62
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Additional Days added to contract: 1

AUTHORIZED SIGNATURE _____ DATE _____

Cucancic Construction, Inc.



P.O. Box 80307 ♦ Billings, MT 59108-0307 ♦ USA
Phone (406) 294-2440 Fax (406) 294-2444 www.cucancic-construction.com

CHANGE ORDER PROPOSAL #2 LVT Add

Proposal Submitted to: Jeff Winkler					
Address:	800 Granite Tower	Date:	Monday, March 23, 2026		
	222 N 32nd St	Job Name:	Yellowstone County Office Extension		
	Billings, Mt	Job Location:	Billings, MT		
Attn:	Jeff Winkler	Phone:	406-248-7811	Fax:	NA

Proposed Change:

Addition of LVT flooring and rubber base to IT RM 108

Provide and install LVT flooring and rubber base	\$	831.00
	\$	-
	\$	-

Overhead and Profit 20%	\$	831.00
Sub Total	\$	166.20
	\$	997.20

Insurance 1.5%	\$	14.96
Sub Total	\$	1,012.16

Total of Work	\$	1,012.16
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Additional Days added to contract: 1

AUTHORIZED SIGNATURE _____ DATE _____

B.O.C.C. Regular

3. f.

Meeting Date: 04/07/2026

Title: MetraPark - IATSE Contract

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

MetraPark - IATSE Contract

BACKGROUND:

MetraPark is requesting Commissioners' approval for a contract with the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts. This agreement between the County and the Union sets the terms and conditions under which the bargaining unit employees will work at MetraPark.

RECOMMENDED ACTION:

Sign contract and return a copy to Finance.

Attachments

MetraPark - IATSE Agreement 2026

AGREEMENT
BETWEEN

THE METRAPARK ARENA
BILLINGS, MONTANA

AND

I.A.T.S.E LOCAL 240
BILLINGS, MONTANA

This is a (7) seven year agreement with an initial (3) three year term and (2) two separate, two-year renewals made, entered into and effective April 7th, 2026, through March 31st, 2033, by and between Yellowstone County and MetraPark (the County), and the International Alliance of Theatrical Stage Employees and Moving Picture Technicians, Artists, and Allied Crafts of the United States, Its Territories, and Canada, AFL-CIO, Local 240, P.O. Box 2337, Billings, Montana, 59103 (the Union).

Whereas, the County manages the operations of the First Interstate Arena, (the Arena) located on the Fairgrounds of Yellowstone County, for the purposes of entertainment and facilities for meetings, public attractions and conventions.

Whereas the Union has among its members individuals skilled in certain work associated with the sound and stage related aspects of the entertainment and theatrical industry, commonly known as Stagehands, Riggers, Wardrobe Attendants, and Projectionists, and from time to time the County desires to employ such employees as well as additional bargaining unit employees to perform certain work in connection with entertainment events, theatrical events, trade and industrial shows, sporting events and video, video and audio broadcast support at the Arena; and

Whereas the County and the Union desire to enter into a written Agreement setting forth the terms and conditions under which the bargaining unit employees will work at MetraPark.

Now, therefore, the County and the Union, in consideration of mutual promises herein contained and intending to be legally bound, agree as follows:

ARTICLE 1 SCOPE OF WORK AND RECOGNITION

1.1 The County recognizes the Union as the sole and exclusive collective bargaining agent for all employees skilled in certain work associated with the sound and stage-related aspects of the entertainment and theatrical industry, commonly know as stagehands (including truck and car loaders and soundmen), riggers, wardrobe attendants, and projectionists (from front to rear screen and closed circuit), and any other assignment that the County may request.

1.2 (a) Except as provided in Section 1, only employees represented by the Union shall perform work for the County at the MetraPark, in connection with concerts, stage shows, theatrical productions, sporting events, industrial shows, conventions and trade shows including but not limited to truck and car loading and unloading; the “Load-In”, the “Performance”, and the “Load-Out” of shows and attractions; staging of theatrical equipment (including but not limited to the installation and dismantling of traveling stages and stage barricades and the installation and dismantling of scaffolding used in conjunction with other event-related bargaining unit work), the

operation of all stage lighting equipment, including spotlights, wardrobe and costumes; projection (including support for filming and videotaping requirements in connection therewith); routine maintenance of house theatrical equipment; the installation, operation and dismantling of temporary sound and lighting equipment, rigging, the installation operation and dismantling of theatrical properties, scenery, drapes, and other duties incidental or directly related to the presentation or striking of events held at MetraPark.

This Agreement shall not apply to any other work performed in the MetraPark, under this Agreement, but will permit any other job assignments that the County may require.

(b) This section will not prevent an individual(s) designated and traveling with the Show, who possesses the specialized skill, ability, and knowledge of the Show from directing or coordinating Employees in the performance of their stage lighting or sound amplification duties.

(c) Notwithstanding any of the foregoing, the County may use non-bargaining unit employees to perform any of the work covered by the Agreement, where the County through the Union (with respect of extra union employees) has attempted to contact all employees not covered by this Agreement and the Union has been unable to fill the call.

1.3 Where applicable, the Union agrees to provide employees skilled and experienced in the performing the aforementioned work as and when requested by the County.

1.4 To promote an informative and useful call procedure, the County shall provide to the IATSE 240 Business Agent, when available, a copy of the County's anticipated call schedule including relevant sections of the Show's rider, with the understanding that such scheduled calls are subject to change in the County's sole discretion. In addition, the Union will provide the County with any additional information it may receive from a touring show or attraction immediately upon receipt.

(a) All Union employees covered by this Agreement shall perform non-bargaining unit work in cases of emergency.

(b) The County may perform bargaining unit work in cases of emergency.

ARTICLE 2 NO DISCRIMINATION

2. There shall be no discrimination by the County, the Union, or any of its members against any member because of race, sex, disability, color, national origin, religion, creed, or on the basis of Union membership or non-membership.

ARTICLE 3
INSURANCE, DEFENSE AND INDEMNIFICATION

3.1 The Union shall defend, indemnify and hold harmless the County from and against any and all claims, demands, obligations, causes of actions and lawsuits and all damages and liabilities, fines, judgment, costs (including settlement costs), and expenses associated therewith (including reasonable attorney fees and disbursements), arising from incidents which occur as the result of the Union's negligence during the period of this Agreement and for which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any judicial determination or finding otherwise that the County is liable for any damages by reason of a non-delegable duty.

3.2 The Union represents that Rimrock Stagehands, Inc. is the party responsible for providing the insurance required under this section of the agreement. If the party responsible for providing the required insurance changes, the Union agrees to notify the County immediately with the name of the new responsible party. As such the Union agrees that the insurance provisions under the terms and conditions of this Agreement are to be in full force and effect at all times. Furthermore, as a mandatory condition of this Agreement, the commercial general liability insurance policy provided for by Rimrock Stageshands on behalf of the Union will name Yellowstone County and Metra Park additional insured for the term of this Agreement against liability for damages for bodily injury, including death and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars (\$1,500,00.00) in the aggregate arising from incidents which occur as a result of the Union's negligence during the period of this Agreement and which the County's sole basis for liability is vicarious liability for the acts or omissions of the Union.

In addition, the Union shall maintain for the term of this Agreement at its cost and expense insurance or through Rimrock Stagehands, Inc. insurance for claims for injuries to persons or damage to property including contractual liability by the Union, the Union agents, employees, representatives, sub-contractors or participants. The parties agree that Yellowstone County and MetraPark shall be listed as additional insured on that policy of insurance as well. This insurance shall not lapse during the term of this Agreement and shall be an occurrence policy with a Best Rating of A- or better. (Copies of all insurance policies shall be filed with the County).

The parties agree that a copy of the insurance policies, and Cert sheet naming the County and MetraPark as additional insured shall remain on file at MetraPark during the term of this Agreement. The parties further agree that the Union's failure to provide copy of the insurance policy and proof of additional insured status to MetraPark and the County will constitute immediate breach of this Agreement with the County and MetraPark taking any and all measures necessary to protect its interests.

ARTICLE 4 RATES AND CONDITIONS

The County and the Union agree that compensation pursuant to schedule A (rate card) attached, shall apply until June 30, 2028. Thereafter the parties agree to negotiate a new 3 year rate card when Employees perform services at the County and that all rate payments will be made as set forth in schedule A, attached and incorporated into this Agreement.

Call: The County will inform the IATSE 240 business agent, via email, of call times and expected numbers of hands needed, for an event or show that requires Union labor, upon receipt of riders.

Fourteen business days (14) days out from every show requiring a Union call, the Union will provide the County with their confirmed roster for that call. If the County determines at that time that the Union will be unable to fill the call for the show, then the Union agrees to seek supplemental, qualified remote labor to ensure that the call is filled.

The Union understands and agrees that if they are unable to fill the show call locally, the extra compensation required to obtain remote labor for the show needs to be confirmed with the promoter of the show. The Union agrees to provide this information to the promoter at least (7) seven business days prior to the show.

If the Union is short on a call at load-in or load-out on the day of a scheduled show, the County has the right to back charge the Union at the rate of the shorted positions times the minimum number of hours required for each position short.

Minimum call shall be three (3) hours, for stagehands. Riggers shall receive a four (4) hour minimum.

The County may make work cuts after consulting with the Union steward as follows:

1. On load in, after the minimum call period has elapsed, the employer may reduce the number of employees. However, in no event shall the number of employees remaining be less than that which is required for the performance.
2. On the load out, the entire crew shall ordinarily be released upon completion of the loading of all show equipment
3. Stagehands: call cancellations, cuts, or time changes prior to beginning of work must be made with forty eight (48) hours' notice. If less than 48 hours' notice is given, the call shall be paid as a three (3) hour minimum call. This includes cancellations made after the crew has arrived onsite
4. Riggers: same cut provisions shall apply except the call shall be paid as a (4) four-hour minimum call.

Yellow Card calls may not be decreased, but can be added to if additional hands are needed.

Calls which continue past the minimum call time, shall then be paid on an hourly basis, in one-half (1/2) hour increments.

Restroom facilities and telephone access will be provided at all times during a work call.

Breaks: Load-In: A fifteen (15) minute break prearranged by the Steward and Operations Manager shall be allowed between two (2) and three (3) hours after the beginning of the work call.

Breaks: Load-Out: There will be no scheduled break but the Union Steward can call one if the trucks are gone and the hour and nature of the load out is obviously too taxing to complete any restore without a break.

Meal: After each five (5) hours, a thirty (30) minute paid lunch or a one hour (60) minute unpaid lunch break, shall be given. Meal Penalty: If a meal break does not occur after (5) hours, then a penalty shall be one and one-half (1.5X) time the regular rate, in half hour (30) minute increments until a break occurs. The exception to this would be work done in conjunction with the Metra Staff and then the workers will observe a half hour non-paid lunch where they may leave the grounds to obtain food or eat a packed lunch.

There shall be no combining or overlapping of work calls.

Stewards: Local No. 240 shall provide a Steward. The Steward and the MetraPark Production Director or Event Manager will be responsible for work assignments. Calls over 20 workers require a paid Steward to be paid by the County at the agreed rate.

Holidays: Shall be paid at the rate of two (2X) times the prevailing rate for the following nationally recognized holidays:

New Year's Day	Independence Day
Martin Luther King Day	Labor Day
President's Day	Veteran's Day
Easter Sunday	Thanksgiving Day
Memorial Day	Christmas Day

Overtime shall be paid at the rate of one and one-half (1.5X) times the prevailing rate between the hours of 12:00AM and 7:00AM, and for all hours actually worked in a week over forty (40) hours.

For payroll purposes, the work week shall commence each Sunday at 12:01AM and conclude at 12:00AM the following Saturday 2nd will not change except by mutual agreement.

The Union represents that Rimrock Stagehands, Inc., is the entity responsible for issuing and submitting invoices for Union labor to the County. The Union agrees that Rimrock Stagehands will submit invoices to the County within (14) fourteen business days from the completion of an event at which Union labor was employed.

The Union agrees to submit invoices to MetraPark upon request day-of-show for touring shows.

ARTICLE 5 LABOR DISPUTES

5. It shall not be a violation of this Agreement, and it shall not be cause for discharge, disciplinary action or permanent replacement, for an Employee to refuse to go through or work behind any lawful, union sanctioned primary picket line directed against the County and the Union shall not be liable because of the refusal of Employees to cross such a primary picket line.

ARTICLE 6 SAFETY

6.1 MetraPark will prohibit shows, which utilize the services of Employees, from requiring such Employees to work on unsafe equipment or in unsafe conditions.

6.2 The County agrees to provide a safe working environment, and both the Union and the County will confer on issues of safety. The IATSE Steward may stop work while a legitimate safety issue concerning a hazardous condition is addressed by the Steward, the County's Operations Manager and the BA without penalty to the crew.

6.3 In the event an unsafe situation is identified, the Union may suggest alternatives for consideration by the County, but the County is not obligated to comply with any particular method of eliminating an unsafe situation.

6.4 The County will continue to make reasonable provisions for safety and health of its Employees during the hours of their employment so as to comply with all applicable Federal, State, and Local laws and regulations pertaining to health and safety of Employees covered by this Agreement.

6.5 The County shall supply safety equipment at no cost to the Union. Riggers may choose to supply their own equipment for rigging. The Union agrees to reimburse the County for cost of safety equipment if such equipment is willfully destroyed by Union workers.

6.6 Both the County and the Union agree that the failure of Union employees to report accidents, even if minor in nature, can result in loss of life and limb to an employee and disrupt the County's efficient operation. Union employees are required to immediately

report to supervisors and to the County any accident or injury, major or minor, which may occur to them.

6.7 Only Union employees deemed qualified by Local 240, shall be permitted to operate forklifts, scissor lifts, personnel lifts or condors in the Arena when such equipment is used in conjunction with bargaining unit work. The County may wish to certify Union employees on specific equipment and should the County elect to do so, the costs associated with such training for certification will be borne by the County and require advance notice and approval from the County and the Union. Union workers operating county equipment must sign liability waivers.

ARTICLE 7 COUNTY/UNION RIGHTS

7. The management and direction of MetraPark, and its working force is vested exclusively with the County. Except where expressly abridged by a specific provision of this Agreement, the Union retains the sole right to hire, discipline or discharge for cause, lay off, promote, transfer and assign its employees; to schedule work assignments, to promulgate and modify work rules and regulations. The County is vested with all other rights, including attendance policies; to implement drug and alcohol testing where there is reasonable suspicion of use; to assign duties to County employees, to organize, discontinue, enlarge or reduce a function; to assign or transfer County employees to other positions as operations may require; and to carry out the ordinary and customary functions of the County whether or not posed or exercised by the County prior to or at the time of the execution of this Agreement.

ARTICLE 8 INTEGRATION: PAST PRACTICE

8.1 This document contains the entire agreement of the parties with respect to the subject matter and may be amended only by a writing signed by the party against whom the enforcement of such amendment is sought.

8.2 The parties agree that, during the negotiations preceding this Agreement, they had the opportunity to discuss all issues of interest pertaining to wages, hours and all other terms and conditions of employment. The Union agrees that the County will not be obligated to bargain collectively with the Union during the term of this Agreement on any issue pertaining to wages, hours and all other terms and conditions of employment, and the Union specifically waives any right it might otherwise have to request or demand such bargaining. Mistakes made by the County or the Union regarding the application of the terms of this Agreement shall not constitute past practices for future application in similar circumstances.

8.3 The rights of the Union and its individual members derive solely, from the specific terms of this Agreement and neither shall assert any entitlement based upon, nor shall the County be bound by or required to follow, any alleged custom, policy or other "past practice" unless such entitlement arises out of actions memorialized and agreed upon in writing by the MetraPark's General Manager and the Union's Business Agent or International Representative.

ARTICLE 9 ASSIGNMENT

9. The County shall have the right at any time to assign this Agreement to another Corporation or the Owner of the facility, provided such other Corporation accepts such assignment and has, among things, the responsibility for engaging Employees for the County.

ARTICLE 10 PRIOR OBLIGATION

10. The number of extra Employees called to work in connection with an event shall be that number which is reasonably adequate to perform the work anticipated within the time expected to be available. However, the number of employees required under the provisions of a yellow report card shall be determined by the yellow report card.

ARTICLE 11 SEVERABILITY

11. It is further agreed that the County and the Union will comply with all applicable federal, state and municipal laws. Any rules and regulations issues pursuant thereto which are conflicting with the provisions of this Agreement will be mutually reviewed by the parties. Should any part of this Agreement be declared in conflict with any law or regulation, local, state or federal, the remainder of this Agreement shall not be affected and remain in force.

ARTICLE 12 TERM

This Agreement shall remain in full force and effect from April 7th, 2026, up to and including through midnight March 31st, 2029. MetraPark and the Union must both provide written agreement at least sixty (60) days prior to the termination of the then current term, of its desire to initiate the (2) two-year extension, terminate or amend the Agreement at the termination of the then current term. If the parties are unable to agree upon the proposed amendment(s) on or before the Expiration Date or within such extended time as may be mutually agreed on, the Agreement shall expire. Either party may terminate this Agreement, or any extension thereof, for any reason or no reason upon sixty (60) days' prior written

notice to the other party. Upon termination, the parties shall fulfill all obligations accrued up to the effective date of termination, unless otherwise expressly provided herein.

COUNTY:
Yellowstone County

UNION:
International Alliance of Theatrical
Stage Employees, Local 240

Mark Morse, Chair
Board of County Commissioners

Authorized Representative

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: Final Resolution for Zone Change 734

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Final Resolution 26-43 Approving Zone Change #734 - Generally Located at 481 S 56th St. - A Zone Change Request from Agriculture 10+ acres (A) to Public Educational Campus (P3)

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Final Resolution for Zone Change 734

RESOLUTION NO. 26-43

Final Resolution Approving Zone Change #734

WHEREAS, pursuant to Title 76, Chapter 2, Montana Code Annotated, and the regulations of the Yellowstone County Jurisdictional Area Zoning Plan, the Board of County Commissioners of Yellowstone County, Montana, held a public hearing on the 3rd day of March 2026 on Zone Change Request No. 734 described as follows:

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.

WHEREAS, the Board of County Commissioners adopted a Resolution of Intent on the 3rd day of March, 2026, to amend the Yellowstone County Jurisdictional Area Zoning Plan by APPROVING Zone Change #734; and

WHEREAS, that for thirty (30) days the Board of County Commissioners received no written protests.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the above-described zone change be **approved** for the reasons stated in **Resolution of Intent #26-16** on file in the Clerk and Recorder's Office.

DATED this 7th day of April 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

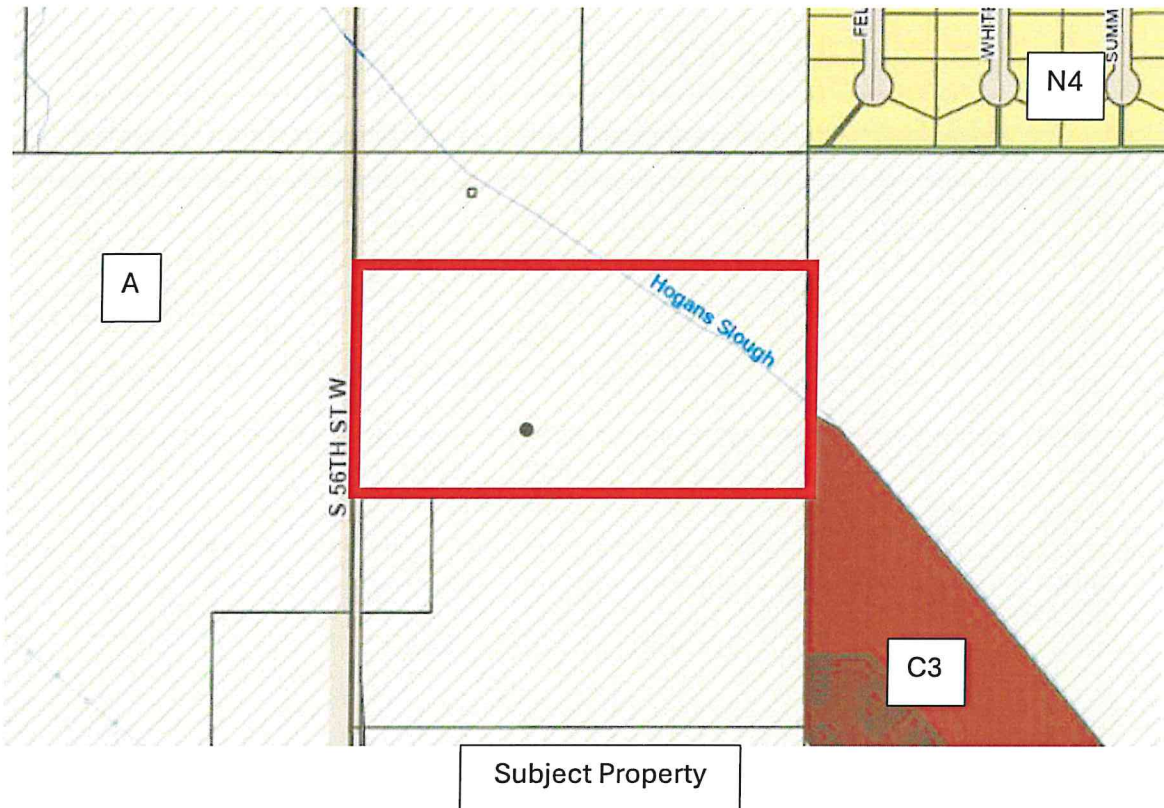
Michael J Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Attachments for Zone Change 734



Subject Property



B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: CML Security Agreement

Submitted By: Carol Redler

TOPIC:

YCDF-CML Security Annual Maintenance Agreement

BACKGROUND:

Renewal of existing agreement for onsite maintenance, service, and support for security electronics and detention hardware at YCDF. No cost increase.

RECOMMENDED ACTION:

Approve and sign.

Attachments

CML 2026

PREVENTIVE MAINTENANCE/SERVICE/SUPPORT AGREEMENT

This agreement is made between Yellowstone County, Montana on behalf of the Yellowstone County Detention Facility (hereinafter called the Facility), and CML Security, Broomfield Colorado, (hereinafter called Contractor).

Contractor's principal place of business is Broomfield, Colorado. The purpose of this Agreement is to provide semiannual (every six months), onsite maintenance, service and support for the Facility security electronics and detention hardware.

The Facility and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Semi Annual Service

Contractor shall provide on a semiannual basis, (every six months), 48 man-hours of service, and preventive maintenance for the Facility security electronics and detention hardware

Inventory Management

Contractor will inventory parts and will recommend appropriate replacement components. Contractor's pricing for parts shall be, cost plus 25% mark up.

Preventive Maintenance

8-hour days, On-site technician(s) to perform any immediate troubleshooting concerns identified by the Facility. Preventive maintenance actions to include as follows:

Security Control Systems:

- Verify device communication to panel
- Verify control action
- Confirm security notification of alarms
- Review panel components operation and functionality
- Confirm cooling capacity in equipment cabinets
- Check for and install manufacturing software updates
- Confirm spare equipment meets current specifications
- Verify functionality of PLC's
- Clean and vacuum equipment cabinets
- Troubleshoot issues as they arise

Closed Circuit Television Monitoring Systems:

- Cleaning Camera domes as required

Intercom System and Voice Paging:

- Verify audio operation at all stations and connection to control
- Confirm wire connections
- Confirm call-in and call-up functionality
- Trouble-shoot poor audio quality
- Clean and vacuum equipment cabinets
- Troubleshoot issues as they arise

Uninterruptible Power Supply:

- Verify bad load capacity
- Verify battery functionality
- Verify emergency switching without interruption
- Troubleshoot issues as they arise

Detention Doors & Associated Hardware:

- Maintain accurate log of all detention doors
- Conduct through inspection of detention doors
- Verify lock functionality of all detention doors
- Clean, adjust and lube any locks per manufactures recommendations
- Troubleshoot issues as they arise

Remote Maintenance Access

As part of this Agreement, Contractor shall install at the Facility a remote maintenance device for emergency troubleshooting of software related services.

2. Agreement Price

The Facility shall pay Contractor \$14,500.00 for security electronics and detention hardware maintenance as described above for the duration of this Agreement. Payment of \$7,250.00 shall be made on a semiannual basis in conjunction with the semiannual site visits by Contractor to the Facility. Materials necessary for the purpose of this Agreement will be purchased by the Facility and billed separately by Contractor with payment due within 30 days of invoice.

3. Contractor Representation

- 3.1 Contractor represents that replacement components to be purchased by the Facility and installed by Contractor under this Agreement shall be subject to Contractor's warranty. This shall warrant products and labor for a period of one year from the date of installation.
- 3.2 Contractor has examined and reviewed the agreement documents and other related paperwork.
- 3.3 Contractor has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance and furnishing of the work.

3.4 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance and furnishing of the work.

4. Agreement Documents

The Agreement Documents, which comprise the entire agreement between the Facility and Owner consist of the following:

4.1 This Agreement - Preventive Maintenance/Service/Support

5. Term

5.1 July 1, 2026, through June 30, 2027

6. Miscellaneous

6.1 No assignment by a party hereto of any rights under or interests in the Agreement Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Agreement Documents.

6.2 The Contractor agrees to defend, indemnify, and hold harmless the Facility against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that the Facility or Yellowstone County is liable for any damages by reason of a non-delegable duty.

6.3 The Contractor agrees to perform the labor and terms of this contract as an Independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County or the Facility for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.

6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Agreement Documents.

6.5 The Parties agree that the laws of the State of Montana shall govern this Agreement

and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.

- 6.6 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.7 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.


IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate.

One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Agreement Documents have been signed, initialed, or identified by OWNER and CONTRACTOR.

This Agreement will be effective __ July 1, 2026

FACILITY:
Yellowstone County Detention Facility
3165 King Avenue East
Billings, MT 59101
(406)256-6900

CONTRACTOR:
CML Security
1785 W. 160th Ave, Ste 700
Broomfield, CO 80023
(720) 466.3650



YCDF Designee

Authorized Signature

Mark Morse
Chairman, Yellowstone County Commissioner

Jeff Martin, Clerk & Recorder
Yellowstone County

B.O.C.C. Regular

6. a.

Meeting Date: 04/07/2026

Title: Chemnet Service Agreement Contract

Submitted By: Erika Guy

TOPIC:

Chemnet Service Agreement Contract

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Chemnet Service Agreement Contract



3414 1st Avenue North, BILLINGS, MT 59101 * PHONE (406)-256-2037 * FAX 888-979-8156

SERVICE AGREEMENT CONTRACT FOR HEALTH FAIR BLOOD DRAWS

HEALTH FAIR BLOOD DRAWS

Health Fair Provider:

Name: **The Chemnet Consortium**
Address: **3414 1st Ave North Billings, MT 59101**
Contact Person: **Samantha Morris**
Phone: **406-256-2037**
Email: **sam@mtchemnet.com**

AND

Client/Host Organization:

Name: **Yellowstone County (YCT)**
Address: **PO Box 35041**
Contact Person: **LynnDee Schmidt**
Phone: **406-256-2737**
Email: **lschmidt@yellowstonecountymt.gov**

WHERE AS, the Health Fair Provider agrees to provide blood draw services for the Health Fair organized by the Client, the parties agree as follows:

1. Scope of Services

The Health Fair Provider will provide blood draw services at the Health Fair scheduled for **June 15th through June 30th 2026** . The services to be provided include, but are not limited to:

- Blood draws performed by phlebotomists or qualified healthcare professionals.
- Appropriate labeling, handling, and transportation of blood samples to a certified laboratory for testing.
- Provision of test results to participants via USPS mail and/or My Quest website.

2. Service Dates and Times

The blood draw services will be available on:

Riverstone Health - 2 onsite collection dates TBD

Yellowstone County Detention Facility – 1 onsite collection dates TBD

Yellowstone County John Ostlund Building - 2 onsite collection dates TBD



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Both parties agree to ensure proper planning for setup and breakdown time.

3. Responsibilities of the Health Fair Provider

The Health Fair Provider agrees to:

- Provide all necessary equipment and supplies, including needles, blood collection tubes, gloves, sharps containers, and sanitizing materials.
- Ensure that all staff involved are trained to perform the required services.
- Maintain confidentiality and protect the privacy of all participants' health information.
- Chemnet will organize the scheduling of health fair participants through our office and a self-scheduling platform to all participants to choose their appointments.
- Chemnet and our contracted lab (Quest) will provide a health summary report to the participants.

4. Responsibilities of the Client

The Client agrees to:

- Promote the event and inform participants of the availability of blood draw services.
- Provide a suitable space at the event location for the Health Fair Provider to set up and perform blood draws, ensuring cleanliness and privacy.
- Coordinate with the Health Fair Provider to manage the participant flow and prevent overcrowding.
- Provide a list of participants (if required for scheduling purposes) and ensure they are aware of any requirements (such as fasting) prior to the blood draw.

5. Compensation

The Client agrees to pay the Health Fair Provider the sum of **\$175.00**/person for the services provided. (Price is based on a 350-participant minimum. Price adjustments will be accessed by 15% increase if the minimum is not met.)

Blood Screen includes the Chemscreen Panel, CBC, and Hemoglobin A1C added. Plus additional testing for PSA (Male Participants) and VIT D (Female Participants)

While this is a very comprehensive panel, if there is interest in adding additional panels to the above listed, Chemnet can accept payment on site for additional blood screen options.



3414 1st Avenue North, BILLINGS, MT 59101 * PHONE (406)-256-2037 * FAX 888-979-8156

Payment is due within **30 days** after the completion of services. Additional costs for laboratory testing and other services may be billed separately as per agreement.

6. Cancellation Policy

Either party may cancel or reschedule the event with written notice provided at least **10 days** prior to the event date. If the event is canceled within less than **10 days'** notice, the Client agrees to pay a cancellation fee of **\$1000 per event** to cover the Health Fair Provider's expenses.

7. Liability and Insurance

The Health Fair Provider agrees to maintain liability insurance covering its employees and the services provided under this agreement with liability limits equal to or greater than Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars, (\$1,500,000.00) in the aggregate.

The Client agrees to indemnify and hold harmless the Health Fair Provider from any claims, damages, or liabilities resulting from the Client's actions, omissions, or negligence during the event.

8. Confidentiality

Both parties agree to maintain the confidentiality of all participant information.

9. Termination

This Agreement may be terminated by either party with **30 days'** written notice. Upon termination, the Health Fair Provider will be compensated for any services rendered up to the date of termination.

10. Dispute Resolution

In the event of a dispute arising out of this Agreement, the parties agree to attempt to resolve the matter through good faith negotiations. If the dispute cannot be resolved, the matter will be submitted to mediation or binding arbitration in **Billings, MT**.

11. Entire Agreement


This Agreement constitutes the entire understanding between the parties with respect to the subject matter and supersedes all prior discussions, agreements, or understandings of any kind.



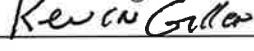
3414 1st Avenue North, BILLINGS, MT 59101 * PHONE (406)-256-2037 * FAX 888-979-8156

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Health Fair Provider – The Chemnet Consortium

By: 
Name: **Samantha Morris**
Title: **Vice President**
Date: 04/01/2026

Client/Host Organization – Yellowstone County

By: 
Name:
Title: HR Director
Date: 4-1-26

B.O.C.C. Regular

6. b.

Meeting Date: 04/07/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Sheriff's Office - 1 Appointment, 3 Salary & Other, 1 Termination; **Clerk and Recorder** - 1 Appointment; **Facilities** - 1 Termination; **Detention Facility** - 3 Salary & Other, 1 Termination; **IT** - 1 Termination; **Youth Services Center** - 1 Termination; **County Attorney** - 1 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Yellowstone County Commissioners
RECEIVED

APR 01 2026

Hire/Personnel Action Form

Employee Information

Employee
Thomas Chapman

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202600390	Full-Time Regular
Person ID	Job Class	Pay Rate
20227646	Deputy Sheriff (Patrol) (MCA)	\$32.23
Department	Job Class#	HireDate
Sheriff's Office	5045	4/20/26

Comments

Funding: 2300.132.42150.111 @ 100%
replaces: Dolbear

Approvals

HUMAN RESOURCES	Kevin Gillen	4/1/26 10:18 AM
FINANCE	JENNIFER JONES	4/1/26 10:20 AM

Commissioners Action
Approve Disapprove

Chair

AM

Member

MCA

Member

[Signature]



Yellowstone County Commissioners
RECEIVED

MAR 31 2026

Hire/Personnel Action Form

Employee Information

Employee
Brenna Cambron

Hire Information

Position Details	Hire Req#	Job Type
Records Clerk (C) (1030)	202600407	Full-Time Regular
Person ID	Job Class	Pay Rate
66190810	Records Clerk (C)	\$18.46
Department	Job Class#	HireDate
Clerk & Recorder	1030	4/13/26

Division
N/A

Comments

1000.102.410940.111 replacing Stefanie Ans.

Approvals

HUMAN RESOURCES	Kevin Gillen	3/30/26 2:56 PM
FINANCE	JENNIFER JONES	3/30/26 3:21 PM

Commissioners Action
Approve Disapprove

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 01 2026

Section 1

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

Name: Maddison Fuson Effective Date: 3-27-26
Current Title: Senior Secretary Gr. Salary \$ 20.66
Title Change: Gr. Salary \$

Check as Applicable:

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

Other: Reclassification:

Funding: 1010 - 145 - 411200111 Percent New Account
 Percent Split Account
A. Ward 3-30-26
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:
Kim Belle 3-31-26 John Gomez 4-1-26
Director Date Director Date

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

Chair
Member
Member

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Matthew Basner Effective Date: 04/01/2026
Current Title: Detention Officer Gr. Salary \$ 26.03
Title Change: Corporal Gr. Salary \$ 30.06

Check as Applicable:

Regular Full Time: xx New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion: xx
Seasonal Hire: Transfer:
Replaces position Name: Demotion:
New Budgeted Position X Reclassification:
Other:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account
Sgt. Basner 03/13/2026
Elected Official/Department Head Date

Section 2

Human Resources: Finance:
Note: Note:
Tom Allen 3-20-26 Director Date
Director Date

H.R. Comments: Commissioner's Action
 Approve Disapprove
 Chair
 Member
 Member
Date entered in payroll
Clerk & Recorder - original
Human Resources - canary
Auditor - pink
Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Jeremiah Hoellein Effective Date: 04/01/2026
Current Title: Detention Officer Gr. Salary \$ 26.22
Title Change: Corporal Gr. Salary \$ 30.29

Check as Applicable:

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

Other: Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 Percent Split Account
 Date 03/13/2026
Elected Official/Department Head

Section 2

Human Resources: Finance:
Note: Note:
Jeremiah Hoellein 3-20-26
Director Date Director Date

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Juliane Spint Effective Date: 04/01/2026
Current Title: Detention Officer Gr. Salary \$ 25.21
Title Change: Corporal Gr. Salary \$ 29.13

Check as Applicable:

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

Other:
Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 Percent Split Account
 Date 03/13/2026
 Elected Official/Department Head

Section 2

Human Resources: Finance:
Note: Director Date
Kim Glem 3-20-26

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

Chair
Member
Member

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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


Name: Justin Hanes Effective Date: 03/16/2026
Current Title: Deputy Sheriff Gr. Salary \$ 33.30
Title Change: Deputy Sheriff/FTO Gr. Salary \$ 33.96

Check as Applicable:

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

Other: add FTO XX Reclassification:

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


Elected Official/Department Head

03/18/2026
Date

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Allen 3-20-26 3/24
Director Date Director Date

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

Chair MM
Member MDN
Member AD

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Tony Halverson Effective Date: 03/16/2026
Current Title: Deputy Sheriff Gr. Salary \$ 34.25
Title Change: Deputy Sheriff/FTO Gr. Salary \$ 34.91

Check as Applicable:

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

Other: add FTO XX Reclassification:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account
 Percent Split Account
 Date 03/18/2026
 Elected/Official/Department Head

Section 2

Human Resources: Finance:
Note: Note:
Tom Allen 3-20-26 3/24
Director Date Director Date
H.R. Comments: Commissioner's Action
 Approve Disapprove

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Travis Brewington Effective Date: 03/16/2026
Current Title: Deputy Sheriff Gr. Salary \$ 33.44
Title Change: Deputy Sheriff/ FTO Gr. Salary \$ 34.08

Check as Applicable:

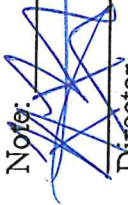
Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time: Promotion:
Seasonal Hire: Transfer:
Replaces position Demotion:
Name Reclassification:
New Budgeted Position

Other: add FTO XX Reclassification:

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

 EST - FTA
Elected Official/Department Head Date 03/18/2026

Section 2

Human Resources: Finance:
Note: Note:
 3/24/26
Director Director Date

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

Chair
Member
Member

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Sasha Jasper Effective Date: 05/28/2026
Current Title: Sheriff Clerk Gr. Salary \$ 18.47
Title Change: Gr. Salary \$

Check as Applicable:

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

Other: Reclassification:

Funding: 2300 - 134 - 420170 - 111 Percent New Account
Percent Split Account
03/11/2026

R. Jasper
Elected Official/Department Head

Section 2

Human Resources: Finance:
Note: Note:
Ken Allen 3-20-26 3/24/26
Director Date Director Date

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

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

MAR 31 2026

Section 1

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

Name: Ben Thompson Effective Date: 4/1/2026
 Current Title: Senior Deputy CA Gr. I Salary \$ 93,500
 Title Change: Senior Deputy CA Gr. I Salary \$ 93,500
44.95/hr.

Check as Applicable:

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

Other: Full Time to Part Time ✓

Funding: 301-122-41100-111 Percent 100 New Account _____
 Percent _____ Split Account _____
[Signature] Date 3-17-26
 Elected Official/Department Head

Section 2

Human Resources: _____ Finance: _____

Note: _____
Jen Allen Director Date 3-20-26
[Signature] Director Date _____

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

Chair [Signature] _____
 Member [Signature] _____
 Member [Signature] _____

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

MAR 30 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Lloyd Swords Effective Date: 4/17/2026
Current Title: Senior IT Support Gr. C Salary \$ 3167 hdy
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Other: _____ Reclassification: _____

Funding: 1000 - 000 - 115410580 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Lloyd Swords
Elected Official/Department Head 3/19/2026
Date

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Slean 3-26-26
Director Date

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

Chair MS
Member MS
Member MS

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

MAR 30 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Randy Spivey Effective Date: 4/15/2026
Current Title: Tow Supervisor Gr. A Salary \$ 30,411
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: 2 _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____
Other: Resigned Reclassification: _____

Funding: 2399 - 235 - 420250 - 111 Percent 100% New Account _____
Percent _____ Split Account _____
A. Bello 3/26/26
Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: _____
Tom Allen 3-27-26 _____
Director _____ Date _____
Note: Paul James 3.30.26
Director _____ Date _____

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Date entered in payroll _____
Chair MM _____
Clerk & Recorder - original _____
Member MM _____
Human Resources - original _____
Member CA _____
Auditor - pink _____
Department - goldenrod _____

B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation District Board Minutes

Meeting Minutes:

February 18, 2026

February 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. Brian and Manny Richardson were also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. January 21, 2026, meeting minutes were reviewed, and a motion was made by Brent Kober, seconded by Bob Riehl to approve the January 21st minutes, motion carried.

Public Comment: (None)

New Business

1. **\$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. Invoice tracker was updated and will be submitted to DNRC soon. The January Performance Statement was submitted to County Finance today for payment.
2. **New Pump Station Project:** Northwestern Energy is scheduled to move the 60' power pole on 3-2-26. Kam with Northwestern Energy said that we can use this existing service for a future shop/office, if the building is within 100 feet of the transformer it would be at no cost to the District, except for trenching. The canopy enclosure was originally quoted at \$71,000.00 from Watertronics. PCO # 2 from Askin Construction for the canopy was quoted at \$39,294.00. MW Welding & Fabrications quote was \$34,500.00 with an extra \$7,900.00 to enclose it for a total of \$42,400.00. The Manager recommends MW welding because the other subcontractor for Askin is behind on the two sets of stairs at the new pump station. MW Welding did all the fabrication and welding on the lift pipes, in addition to working on the catwalk railings and trash racks as a subcontractor for Askin Construction. The board favors MW welding but are going to vote at the next meeting. On February 2nd the Manager met with Ryan Stitchman and he was less than responsive. He seemed apprehensive due to the lack of space around the skid. The Manager called him after, and he did not submit a quote. The Watertronics engineer said that there is a meter that cannot be exposed to UV rays and to put a bucket over it until we can get an enclosure for the skid. There are a couple LED lights that will need to be wired in as well. The accrued interest in the bond account is \$37,592.83 and after our change orders and adding in the railroad insurance that we didn't spend, we come out with a balance of \$32,687.61. This is amount that we must work with so far. There is such limited space that the fencing will have to come down to enclose the pump skid and the railing that was put in later will need to be removed and repositioned afterwards as well to have enough room to install the pump skid enclosure. The bid doesn't include removing the fence or the railings. MW will be talking with the Manager regarding the cost of removing the fence and the railing before the board will vote on the bid. Terry Seiffert asked if MW Welding will have enough time this Spring to erect this enclosure and the Manager was not sure. The board would like to make sure that this enclosure doesn't affect start-up at all, whether it happens before or after start-up. The board also expressed concern about heat buildup with an enclosure and requested engineer input.
3. **Phase 3 LWSD Sewer Project:** The check for \$5,880.00 was deposited for the 21 LID canal crossings at \$280.00 per crossing. Any additional crossing fees will be invoiced to Askin Construction. Performance Engineering came by and picked up the plans for this project, and Robbie didn't think they needed to be present for every crossing.
4. **MDT I-90 Interchange Projects:** nothing new to report.
5. **Clayton ST Project: 60' Greenwood Culvert extension:** nothing new to report.
6. **2026 Proposed Budget:** Terry Seiffert asked that we change the numbers on electricity from \$82,000 to \$80,000, natural gas from \$200.00 to \$700.00, and property lease RR from \$1,000.00 to \$2,500.00. The Manager is also going to add \$100.00 to the river permits for the SMEA program. This is a new expense from the DEQ for the quarry. All line items of the proposed 2026 O&M budget were reviewed and it was noted that the 2025 O&M

budget showed \$38,000.00 in unspent budgeted expenditures. In addition, the January 2026 Trial Balance for the O&M account is about \$27,000.00 ahead of the January 2025 Trial Balance for the O&M account. The Manager also requested a 4% increase for the two non-seasonal employees. The Manager will contact the State about a potential requirement for the PERS program for LID employees. A motion was made by Bob Riehl to approve the proposed 2026 budget with amended amounts including a 4% raise for the Manager and the Secretary/Treasurer, seconded by Bent Kober, motion carried.

- 7. Required Audit:** The Manager received an email from Tom at Strom and Associates explaining that with an audit contract in place the state will quit sending us requests in the future. Tom asked the Manager to wait until the state sends a new request and when this happens to forward it to him. The Manager emailed Anna Miller, DNRC and Dan Semmens, bond counsel about funding for the audit and they both confirmed that the \$5,000.00 in our bond account for an audit could be used to cover part of the \$14,000.00 LID 2024 audit contract with Strom and Associates.

Old Business

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

Manager's Report:

The DEQ required a google map and one hundred dollars fee for the SMES permit on the quarry. A realtor called regarding 1265 Sannon Blvd. to ask why the taxes were so high for this location. The Manager pointed out that the largest amount was from the Lockwood Fire District. The Manager recommends that the District fix the leak in the 60' canal at 2540 Old Hardin RD rather than ask the property owners to pay part of it since they will not use the old HG.

Secretary's Report:

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

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: Checks and Disbursements

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for March 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements

13th Judicial District Court, Yellowstone County
Report of Jury Service Costs and
Monthly Reimbursement Summary
for **March-26**

Yellowstone County Commissioners
RECEIVED

APR 01 2026

[Handwritten Signature]

Total Transactions (See Attached Transaction Report):
Less Voided Items

\$14,965.39
\$0.00
\$0.00
\$0.00
\$14,965.39

Adjustments to Total Transactions:

Jury Meals:

3/6/2026			
Total paid to Jimmy John's	\$	138.34	
Reduced for Juror Tip/Bailiff Meals	\$	(46.39)	
Amount over allowable total to be reimbursed	\$	91.95	\$ (46.39)
3/6/2026			
Total paid to Tiny's Tavern	\$	237.29	
Reduced for Juror Tip/Bailiff Meals	\$	(97.29)	
Amount over allowable total to be reimbursed	\$	140.00	\$ (97.29)
3/5/2026			
Total paid to Jimmy John's	\$	156.63	
Reduced for Juror Tip/Bailiff Meals	\$	(40.83)	
Amount over allowable total to be reimbursed	\$	115.80	\$ (40.83)
3/11/2026			
Total paid to Jimmy John's	\$	187.86	
Reduced for Juror Tip/Bailiff Meals	\$	(54.41)	
Amount over allowable total to be reimbursed	\$	133.45	\$ (54.41)
3/11/2026			
Total paid to Jimmy John's	\$	147.49	
Reduced for Juror Tip/Bailiff Meals	\$	(14.32)	
Amount over allowable total to be reimbursed	\$	133.17	\$ (14.32)

Subtotal \$ (253.24)

Postage Reimbursements (Witness & Juror Summons/Payments):

3/2/2026	DV 15-391	Saddlebrook Investments, LLC	vs	Krohne Fund, L.P.	\$118.36
3/2/2026	DC 22-1116	State of Montana	vs	Shontravil Darren Rowland	\$154.00
3/9/2026	DC 25-318	State of Montana	vs	Coewyn Ray Crawford	\$115.28
3/10/2026	DC 25-982	State of Montana	vs	Michael Thomas Pisano	\$82.28
3/16/2026	DV 24-1425	Estate of H. Q. Braden	vs	Alternatives, Inc., et al.	\$99.44
		State of Montana	vs		
		State of Montana	vs		

Subtotal \$569.36

Supplies Reimbursements (Mailing Supplies):

3/2/2026	DV 15-391	Saddlebrook Investments, LLC	vs	Krohne Fund, L.P.	\$40.02
	DC 22-1116	State of Montana	vs	Shontravil Darren Rowland	\$51.96
	DC 25-318	State of Montana	vs	Coewyn Ray Crawford	\$39.04
	DC 25-982	State of Montana	vs	Michael Thomas Pisano	\$28.54
	DV 24-1425	Estate of H. Q. Braden	vs	Alternatives, Inc., et al.	\$33.96
	0	State of Montana	vs	0	
	0	State of Montana	vs	0	

Subtotal \$193.52

Total Adjustments:

\$ 509.64

Total Reimbursement Requested for:

March-26

\$15,475.03

Reviewed by:

A handwritten signature in black ink, appearing to be 'S. J.', written over a horizontal line.

Clerk of District Court

YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 03/01/2026 to 03/31/2026
General Ledger Accounts 200-1300 through 200-1365
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 3/6/2026 DV 15-391	200-1300- Jury Fees/Mileage	\$ 3,450.00	
	200-1325- Jury Meals (2)	\$ 375.63	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 3/6/2026		\$ 3,825.63
Posted on 3/5/2026 DC 22-1116	200-1300- Jury Fees/Mileage	\$ 3,263.33	
	200-1325- Jury Meals	\$ 156.63	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 3/5/2026		\$ 3,419.96
Posted on 3/11/2026 DC 25-318	200-1300- Jury Fees/Mileage	\$ 2,526.05	
	200-1325- Jury Meals	\$ 187.86	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 3/11/2026		\$ 2,713.91
Total Transactions		\$ 9,959.50	\$ -
Total page 2		\$ 5,005.89	
Grand total		\$ 14,965.39	

YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 03/01/2026 to 03/31/2026
General Ledger Accounts 200-1300 through 200-1365
Totals Only

<u>Date</u>	<u>Account</u>	<u>Debit Amount</u>	<u>Credit Amount</u>
Posted on 3/11/2026 DC 25-982	200-1300- Jury Fees/Mileage	\$ 1,967.60	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 3/11/2026		\$ 1,967.60
Posted on 3/19/2026 DV 24-1425	200-1300- Jury Fees/Mileage	\$ 2,890.80	
	200-1325- Jury Meals	\$ 147.49	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 3/19/2026		\$ 3,038.29
Posted on 00/00/2026	200-1300- Jury Fees/Mileage		
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 00/00/2026		\$ -
Total Transactions		\$ 5,005.89	\$ -

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932730 TO: 932730

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932730	03/02/2026	CITY OF BILLINGS	\$611.25	Outstanding	
Totals	Number of Checks: 1		Total: \$611.25		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932731 TO: 932791

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932731	03/23/2026	ARNOLD MATTHEW B	\$14.90	Outstanding	
932732	03/23/2026	BEGGER JERRY MICHAEL	\$17.80	Outstanding	
932733	03/23/2026	BELGARDE HAROLD JOSEPH	\$19.25	Outstanding	
932734	03/23/2026	BIGBACK JENNIFER LEE	\$23.60	Outstanding	
932735	03/23/2026	BOATMAN KRISTINE MARIE	\$233.75	Outstanding	
932736	03/23/2026	BONE PAMELA G	\$161.25	Outstanding	
932737	03/23/2026	BONHAM JESSICA LYNN	\$16.35	Outstanding	
932738	03/23/2026	BROWN DEVUN MICHAEL	\$13.45	Outstanding	
932739	03/23/2026	BUNNELL MORGAN CHASE	\$19.25	Outstanding	
932740	03/23/2026	BURCHELL JAMES P	\$16.35	Outstanding	
932741	03/23/2026	BURTELL JOE JAMES	\$27.95	Outstanding	
932742	03/23/2026	COLTON KELLY DAWN	\$20.70	Outstanding	
932743	03/23/2026	CULEK NATHAN ELI	\$14.90	Outstanding	
932744	03/23/2026	DAVIS RHONDA L	\$19.25	Outstanding	
932745	03/23/2026	DEIM JORDAN B	\$132.25	Outstanding	
932746	03/23/2026	DIRKS DENNIS DEWEY	\$154.00	Outstanding	
932747	03/23/2026	DOERGE KENNETH B	\$32.30	Outstanding	
932748	03/23/2026	DURAND CHRISTINA	\$30.85	Outstanding	
932749	03/23/2026	ELLISON SHONDEE SHALEEN	\$161.25	Outstanding	
932750	03/23/2026	ELWOOD TRAVIS STUART	\$14.90	Outstanding	
932751	03/23/2026	ERICKSON MICHAEL EDWARDGEORGE	\$14.90	Outstanding	
932752	03/23/2026	FIELD KALEB WAYNE	\$17.80	Outstanding	
932753	03/23/2026	FROST STACEY	\$190.25	Outstanding	
932754	03/23/2026	GREEN JASMINE HILDA	\$14.90	Outstanding	
932755	03/23/2026	HARMON RHETT DEAN	\$19.25	Outstanding	
932756	03/23/2026	HARRINGTON KOREEN	\$146.75	Outstanding	
932757	03/23/2026	HEDIN RHONDA JEAN	\$161.25	Outstanding	
932758	03/23/2026	HEIER COREY DEAN	\$16.35	Outstanding	
932759	03/23/2026	HIRT ANGELA	\$25.05	Outstanding	
932760	03/23/2026	HOPKINS DAVID C	\$183.00	Outstanding	
932761	03/23/2026	HOWELL TODD LEE	\$197.50	Outstanding	
932762	03/23/2026	HUFFMAN JEFFERY JAMES	\$22.15	Outstanding	
932763	03/23/2026	JONES JAMES STEVEN	\$39.55	Outstanding	
932764	03/23/2026	JONES MICHELLE LYNN	\$39.55	Outstanding	
932765	03/23/2026	LEY NATHAN DANIEL	\$30.85	Outstanding	
932766	03/23/2026	MAHONEY CLIFFORD J	\$22.15	Outstanding	
932767	03/23/2026	MAKOWSKI BARBARA BIRDSALL	\$20.70	Outstanding	
932768	03/23/2026	MANGUM LUCAS GLEN	\$17.80	Outstanding	
932769	03/23/2026	MCPHERSON BRADLEY COLIN	\$17.80	Outstanding	
932770	03/23/2026	MINDER DAWN L	\$20.70	Outstanding	
932771	03/23/2026	MOORE JERAD RAY	\$14.90	Outstanding	
932772	03/23/2026	Morrison ROBBIN LYNN	\$36.65	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932731 TO: 932791

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932773	03/23/2026	OLSON KAL RYAN	\$20.70	Outstanding	
932774	03/23/2026	OLSON KRYSTAL	\$27.95	Outstanding	
932775	03/23/2026	OSBORNE ROGER DEAN	\$38.10	Outstanding	
932776	03/23/2026	RACZKOWSKI THOMAS A	\$19.25	Outstanding	
932777	03/23/2026	RAWHOUSER ASHLEY LARAE	\$248.25	Outstanding	
932778	03/23/2026	ROSS BRANDEN LEE	\$146.75	Outstanding	
932779	03/23/2026	RUTLER ROCKELL JEAN	\$38.10	Outstanding	
932780	03/23/2026	SANDERS COURTNEY ANNERENAE	\$22.15	Outstanding	
932781	03/23/2026	SCHAFF CYNTHIA	\$146.75	Outstanding	
932782	03/23/2026	SELPH CHRISTOPHER	\$14.90	Outstanding	
932783	03/23/2026	STEVENSON KEVIN J	\$25.05	Outstanding	
932784	03/23/2026	VANDENBRINK RONALD W	\$51.15	Outstanding	
932785	03/23/2026	WALLES SARAH ANN	\$13.45	Outstanding	
932786	03/23/2026	WILSON AMBER LEIGH	\$161.25	Outstanding	
932787	03/23/2026	WINDYBOY LINDSEY	\$17.80	Outstanding	
932788	03/23/2026	WRIGHT STACY	\$20.70	Outstanding	
932789	03/23/2026	ZAGEL BRUCE ROBERT	\$23.60	Outstanding	
932790	03/23/2026	Jimmy Johns	\$138.34	Outstanding	
932791	03/23/2026	Tiny's Tavern	\$237.29	Outstanding	
Totals	Number of Checks: 61		Total: \$3,825.63		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932792 TO: 932866

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932792	03/24/2026	ABBEY DEBORAH Y	\$20.70	Outstanding	
932793	03/24/2026	ALLES JACK KENDALL	\$22.15	Outstanding	
932794	03/24/2026	ARMINGTON VEGAS LEE	\$23.60	Outstanding	
932795	03/24/2026	BACON CALVIN OWEN	\$19.25	Outstanding	
932796	03/24/2026	BERG KAYLA MICHELLE	\$33.75	Outstanding	
932797	03/24/2026	BETTS CHARLES ALBERT	\$25.05	Outstanding	
932798	03/24/2026	BJORGUM KEVIN J	\$23.60	Outstanding	
932799	03/24/2026	BOTTMAN MARYANN NELSON	\$20.70	Outstanding	
932800	03/24/2026	BROWN TROY	\$20.70	Outstanding	
932801	03/24/2026	BRUN MARIAH BLAYKE	\$17.80	Outstanding	
932802	03/24/2026	CATALDO MICHAEL J	\$20.70	Outstanding	
932803	03/24/2026	CESNIK ROBERT A	\$20.70	Outstanding	
932804	03/24/2026	CONLAN KRISTINA MARIE	\$22.15	Outstanding	
932805	03/24/2026	CROWE KELLY D	\$17.80	Outstanding	
932806	03/24/2026	CURTIS SAMUEL GREGORY	\$111.60	Outstanding	
932807	03/24/2026	DAVIS SHANNA C	\$16.35	Outstanding	
932808	03/24/2026	DICKENS RONALD DEWAYNE	\$22.15	Outstanding	
932809	03/24/2026	DILLON SABRE SHAI	\$19.25	Outstanding	
932810	03/24/2026	ERICKSON EDWARD E	\$26.50	Outstanding	
932811	03/24/2026	FINN BRADLEY J	\$26.50	Outstanding	
932812	03/24/2026	FUSS MICHAEL L	\$19.25	Outstanding	
932813	03/24/2026	GOULET CHRISTOPHER C	\$27.95	Outstanding	
932814	03/24/2026	HALTER LARRY	\$17.80	Outstanding	
932815	03/24/2026	HANSON MICHAEL H	\$23.60	Outstanding	
932816	03/24/2026	HARRIS TAYLOR JAE	\$17.80	Outstanding	
932817	03/24/2026	HAWS MADELYN CLAIRE	\$17.80	Outstanding	
932818	03/24/2026	HEFLIN KENDALL K	\$117.40	Outstanding	
932819	03/24/2026	HODGES WHITNEY HOPE	\$20.70	Outstanding	
932820	03/24/2026	HUSTON LINDA L	\$146.40	Outstanding	
932821	03/24/2026	HUTCHINSON RODNEY SCOTT	\$117.40	Outstanding	
932822	03/24/2026	JAMES LOGAN MONTGOMERY	\$146.40	Outstanding	
932823	03/24/2026	JARBOE MICHAEL KNEE	\$158.00	Outstanding	
932824	03/24/2026	KILPELA BARRY ALAN	\$123.20	Outstanding	
932825	03/24/2026	KRAUSE BEVERLEY JEANNE	\$134.80	Outstanding	
932826	03/24/2026	LUNDIN SCOTT	\$16.35	Outstanding	
932827	03/24/2026	MARCHI JON JACOB	\$129.00	Outstanding	
932828	03/24/2026	MARKOVSKY KAYLA MICHELE	\$16.35	Outstanding	
932829	03/24/2026	MARTIN JEFF	\$134.80	Outstanding	
932830	03/24/2026	MCANULTY KENDRA RENE	\$22.15	Outstanding	
932831	03/24/2026	MILLER GERALDINE HCHILCOTT	\$20.70	Outstanding	
932832	03/24/2026	MITCHELL EMILY RACHEL	\$17.80	Outstanding	
932833	03/24/2026	MOLONEY BRENNAN JANEL	\$19.25	Outstanding	
932834	03/24/2026	MONSON PAUL R	\$19.98	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 932792 TO: 932866

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932835	03/24/2026	MURPHY KATHERINE K	\$23.60	Outstanding	
932836	03/24/2026	MUUS JORDAN JACOB	\$27.95	Outstanding	
932837	03/24/2026	NEWMAN CINDY L	\$45.35	Outstanding	
932838	03/24/2026	OCHOA JESUS GERARDO	\$19.25	Outstanding	
932839	03/24/2026	PHILLIPS MICHAEL SHAWN	\$22.15	Outstanding	
932840	03/24/2026	PORTER SAMARA TRINITY	\$129.00	Outstanding	
932841	03/24/2026	PULLEY ROBERT W	\$19.25	Outstanding	
932842	03/24/2026	RITTER JO JOHN	\$20.70	Outstanding	
932843	03/24/2026	ROBERTUS JENNIFER LEIGH	\$16.35	Outstanding	
932844	03/24/2026	ROBSON ABBIGALE LEE	\$27.95	Outstanding	
932845	03/24/2026	ROSS VICKIE LYNN	\$19.25	Outstanding	
932846	03/24/2026	ROY JOHN ERIC	\$14.50	Outstanding	
932847	03/24/2026	RYAN CORY ANTHONY	\$17.80	Outstanding	
932848	03/24/2026	SALAZAR KATHY JO	\$129.00	Outstanding	
932849	03/24/2026	SCHLABS TYSON WADE	\$19.25	Outstanding	
932850	03/24/2026	SCHMELING KEVIN WAYNE	\$17.80	Outstanding	
932851	03/24/2026	SCHOER SCOTT CHRISTIAN	\$20.70	Outstanding	
932852	03/24/2026	SHERRARD JASON R	\$23.60	Outstanding	
932853	03/24/2026	SLAUGH KAREN JEAN	\$19.25	Outstanding	
932854	03/24/2026	SUYDAM JAMES DAVID	\$181.20	Outstanding	
932855	03/24/2026	TALMARK KATHLEEN K	\$33.75	Outstanding	
932856	03/24/2026	TAYLOR JENNIFER LEE	\$20.70	Outstanding	
932857	03/24/2026	TULIMAIU DANARA LUISA	\$19.25	Outstanding	
932858	03/24/2026	VANHOORNE JASON WILLIAM	\$19.25	Outstanding	
932859	03/24/2026	WHEELER CORY STEVEN	\$20.70	Outstanding	
932860	03/24/2026	WHITMAN ROBERT LEROY	\$22.15	Outstanding	
932861	03/24/2026	WILLET BREANNA ROSE	\$17.80	Outstanding	
932862	03/24/2026	WILLIAMS RICHARD BLAINE	\$22.15	Outstanding	
932863	03/24/2026	WINROW ROGERIK EMERSON	\$210.20	Outstanding	
932864	03/24/2026	WITTENBERG GRANT RICHARD	\$19.25	Outstanding	
932865	03/24/2026	WULF COLLEEN HELEN	\$16.35	Outstanding	
932866	03/24/2026	Jimmy Johns	\$156.63	Outstanding	
Totals	Number of Checks: 75		Total: \$3,407.96		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925

FROM: 932867 TO: 932926

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932867	03/25/2026	ABRAHAMS LESLIE MARIE	\$20.70	Outstanding	
932868	03/25/2026	ANDERSON AUSTIN DOUGLAS	\$19.25	Outstanding	
932869	03/25/2026	ANDREWS ALEXANDER ADAM	\$13.45	Outstanding	
932870	03/25/2026	ANTHONY TERRY JOSEPHDANIEL	\$36.65	Outstanding	
932871	03/25/2026	BINSTOCK PAULA R	\$17.80	Outstanding	
932872	03/25/2026	BLACK WILLIAM S	\$23.60	Outstanding	
932873	03/25/2026	BLAKESLEE MATTHEW WARD	\$13.45	Outstanding	
932874	03/25/2026	BUGAJ KRISTINA ELLEN	\$19.25	Outstanding	
932875	03/25/2026	BURKE ALYSSA KAY	\$19.25	Outstanding	
932876	03/25/2026	CORCORAN BROOKE A	\$140.25	Outstanding	
932877	03/25/2026	COWAN DAWN MICHELE	\$20.70	Outstanding	
932878	03/25/2026	DIAZ HEIDI LYNN	\$101.10	Outstanding	
932879	03/25/2026	DICKINSON JULIE ANN	\$16.35	Outstanding	
932880	03/25/2026	DUCHATEAU ZACHARY C	\$88.05	Outstanding	
932881	03/25/2026	ELLERD CY ALFRED LEE	\$16.35	Outstanding	
932882	03/25/2026	ESKANDARI JULIE ANN	\$19.25	Outstanding	
932883	03/25/2026	FINGER BRENT FREDERICK	\$14.90	Outstanding	
932884	03/25/2026	GMIRR HEIKO JONAS	\$14.90	Outstanding	
932885	03/25/2026	GRAVES JENNIFER J	\$45.35	Outstanding	
932886	03/25/2026	GRAYSON RICHARD JAMES	\$25.05	Outstanding	
932887	03/25/2026	GREEN ROBERT ANDREW	\$45.35	Outstanding	
932888	03/25/2026	GRIFFIN TOM	\$157.65	Outstanding	
932889	03/25/2026	HAAK STEVEN CHARLES	\$105.45	Outstanding	
932890	03/25/2026	HAMPTON DAWN MARIE	\$39.55	Outstanding	
932891	03/25/2026	HANTO NICOLE ROSE	\$17.80	Outstanding	
932892	03/25/2026	HARLAN KAREN V	\$16.35	Outstanding	
932893	03/25/2026	HARMON LUKE PAUL	\$88.05	Outstanding	
932894	03/25/2026	HARTZFELD JOSEPH LEROY	\$96.75	Outstanding	
932895	03/25/2026	HEIL AUSTIN GREGORY	\$20.70	Outstanding	
932896	03/25/2026	HEIN ADAM SPENCER	\$26.50	Outstanding	
932897	03/25/2026	HOLCOMB RYLEE BRIANNALEIGH	\$17.80	Outstanding	
932898	03/25/2026	HULL KATIE EMMA	\$79.35	Outstanding	
932899	03/25/2026	JOHNSON MICHAEL EUGENE	\$14.90	Outstanding	
932900	03/25/2026	JOKI OWEN B	\$19.25	Outstanding	
932901	03/25/2026	JONES BRANDY MAE	\$27.95	Outstanding	
932902	03/25/2026	KELLER STARLA CHERI	\$13.45	Outstanding	
932903	03/25/2026	KINTZING KELLIE LYNN	\$17.80	Outstanding	
932904	03/25/2026	KUZO ROBIN M	\$38.10	Outstanding	
932905	03/25/2026	LARSON PAMELA ANN	\$19.25	Outstanding	
932906	03/25/2026	LEFLER DENISE SUZANNE	\$140.25	Outstanding	
932907	03/25/2026	Jimmy Johns	\$163.35	Outstanding	
932908	03/25/2026	MOORE LYNDA RHEA	\$144.60	Outstanding	
932909	03/25/2026	MULLOWNEY TYLER PATRICK	\$25.05	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
 FROM: 932867 TO: 932926

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932910	03/25/2026	NUNN KADEN MICHAEL	\$32.30	Outstanding	
932911	03/25/2026	ONEYEAR RANDI MAY	\$20.70	Outstanding	
932912	03/25/2026	OTOOLE JACLYN MICHELLE	\$22.15	Outstanding	
932913	03/25/2026	PADDEN JENNIFER CAREW	\$92.40	Outstanding	
932914	03/25/2026	PETERS LARRY D	\$19.25	Outstanding	
932915	03/25/2026	PILON MIKE D	\$16.35	Outstanding	
932916	03/25/2026	ROOKHUIZEN NAOMI RUTH	\$29.40	Outstanding	
932917	03/25/2026	RUSSELL TIFFANY LANE	\$25.05	Outstanding	
932918	03/25/2026	SAUTHER RYAN MICHAEL	\$96.75	Outstanding	
932919	03/25/2026	SLAUGH JOHN WILLIAM	\$22.15	Outstanding	
932920	03/25/2026	SMYTH ROBERT DENIS	\$61.30	Outstanding	
932921	03/25/2026	STEEN THOMAS LAVERN	\$22.15	Outstanding	
932922	03/25/2026	WALK TAYLOR JO	\$19.25	Outstanding	
932923	03/25/2026	WHITMORE-PADDOCK SAMANTHA RAE	\$19.25	Outstanding	
932924	03/25/2026	WING STEPHEN DOWNING	\$23.60	Outstanding	
932925	03/25/2026	YORK LORI	\$45.35	Outstanding	
932926	03/25/2026	ZHANG SELINDA CATHERINE	\$101.10	Outstanding	
Totals	Number of Checks: 60		Total: \$2,689.40		

Check Register Number Range
For Bank Account: Jury Funds - 9705883054925
FROM: 932907 TO: 932907

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932907	03/25/2026	Jimmy Johns	\$163.35	Voided	03/25/2026
Totals	Number of Checks: 1			Total:	

Yellowstone District Court

User: CUA654

Check Register Number Range
For Bank Account: Jury Funds - 9705883054925
FROM: 932927 TO: 932927

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932927	03/25/2026	Jimmy Johns	\$187.86	Outstanding	
Totals	Number of Checks: 1		Total: \$187.86		

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
 FROM: 03/26/2026 TO: 03/26/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
932987	03/26/2026	ANDERSON NATHANIEL CHRISTOPHER	\$20.70	Outstanding	
932988	03/26/2026	ARMENDARIZ DESSIRAE ANN	\$134.80	Outstanding	
932989	03/26/2026	BECKER SUSAN	\$16.35	Outstanding	
932990	03/26/2026	BENNETT BYRON LEE	\$134.80	Outstanding	
932991	03/26/2026	BERRY GALE FREDRICK	\$19.25	Outstanding	
932992	03/26/2026	BOWEN CHERYL A	\$42.45	Outstanding	
932993	03/26/2026	CLARK BRENDA K	\$19.25	Outstanding	
932994	03/26/2026	COLE BARBARA J	\$19.25	Outstanding	
932995	03/26/2026	COMLY DANIEL JAY	\$233.40	Outstanding	
932996	03/26/2026	CRITELLI CHARLENE ANN	\$20.70	Outstanding	
932997	03/26/2026	DIXON EMMA ROSE	\$20.70	Outstanding	
932998	03/26/2026	DOOR ANDREW TIMOTHY	\$17.80	Outstanding	
932999	03/26/2026	EAKIN DENNIS MICHAEL	\$17.80	Outstanding	
933000	03/26/2026	FOCHT KATELYN	\$17.80	Outstanding	
933001	03/26/2026	GAMBILL STEPHANIE ELIZABETH	\$22.15	Outstanding	
933002	03/26/2026	GEORGE ANGELA C	\$19.25	Outstanding	
933003	03/26/2026	GIRARDOT KAITLIN FRANCES	\$22.15	Outstanding	
933004	03/26/2026	GOODSON AMY LEANN	\$123.20	Outstanding	
933005	03/26/2026	GRMOLJEZ ABRIELLE DYAN	\$25.05	Outstanding	
933006	03/26/2026	GROSS ALLYSON	\$16.35	Outstanding	
933007	03/26/2026	HAMAN CONNER MICHEAL	\$17.80	Outstanding	
933008	03/26/2026	HARPSTER JUSTIN REX	\$17.80	Outstanding	
933009	03/26/2026	HIGGINS MASON JAMES	\$25.05	Outstanding	
933010	03/26/2026	KEITH DOUGLAS W	\$117.40	Outstanding	
933011	03/26/2026	KLEBE JUSTIN A	\$210.20	Outstanding	
933012	03/26/2026	KLEIN TARYN MARIE	\$117.40	Outstanding	
933013	03/26/2026	KLINGER DANIEL G	\$20.70	Outstanding	
933014	03/26/2026	LEFEVRE GERY ALLEN	\$129.00	Outstanding	
933015	03/26/2026	MALKUCH JOEY	\$19.25	Outstanding	
933016	03/26/2026	MANTERNACH HAYLEE ANN	\$192.80	Outstanding	
933017	03/26/2026	MCCULLOUGH HEATHER NICOLE	\$23.60	Outstanding	
933018	03/26/2026	MOLINE STEVE R	\$117.40	Outstanding	
933019	03/26/2026	MOODY MISTI LYNN	\$13.45	Outstanding	
933020	03/26/2026	MURPHY BRIAN M	\$13.45	Outstanding	
933021	03/26/2026	O'NEIL PAUL DUANE	\$33.75	Outstanding	
933022	03/26/2026	PFEIFFER KRYSTA MARIE	\$17.80	Outstanding	
933023	03/26/2026	REDDING MACY LEIGH	\$14.90	Outstanding	
933024	03/26/2026	REDMAN DEE ANN	\$17.80	Outstanding	
933025	03/26/2026	ROLLINS GABRIELLA MARIE	\$20.70	Outstanding	

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
 FROM: 03/26/2026 TO: 03/26/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933026	03/26/2026	SALVESON ASHLEY JANA E'	\$20.70	Outstanding	
933027	03/26/2026	SEEMAN ANDREW MICHAEL	\$111.60	Outstanding	
933028	03/26/2026	SHAVER SARAH ROSE	\$111.60	Outstanding	
933029	03/26/2026	SHAY CYNTHIA M	\$23.60	Outstanding	
933030	03/26/2026	SOLBERG BRETT	\$123.20	Outstanding	
933031	03/26/2026	SONGER KIMBERLY ANN	\$14.90	Outstanding	
933032	03/26/2026	SOUZA RODNEY	\$19.25	Outstanding	
933033	03/26/2026	STEINBACK TANYA RENEE	\$35.20	Outstanding	
933034	03/26/2026	STOLTENBERG KARRIE MARIE	\$14.90	Outstanding	
933035	03/26/2026	STROBEL LAURA L	\$43.90	Outstanding	
933036	03/26/2026	TALAMANTES SHANIA WHITNEY	\$17.80	Outstanding	
933037	03/26/2026	UECKER KATINA KAY	\$19.25	Outstanding	
933038	03/26/2026	WARDNER WILLIAM LEE	\$20.70	Outstanding	
933039	03/26/2026	WEATHERBY RYLEIGH JEAN	\$22.15	Outstanding	
933040	03/26/2026	WESTBERG JOE MACK	\$22.15	Outstanding	
933041	03/26/2026	WESTBROOK IRA KYRK II	\$23.60	Outstanding	
933042	03/26/2026	WILKINS EMILI CROWDER	\$23.60	Outstanding	
933043	03/26/2026	WORTMAN GREGAN ARNOLD	\$13.45	Outstanding	
933044	03/26/2026	YEAGER KEITH ALLEN	\$105.80	Outstanding	
Totals	Number of Checks: 58		Total: \$2,890.80		

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 933041 TO: 933044

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933041	03/26/2026	WESTBROOK IRA KYRK II	\$23.60	Voided	03/27/2026
933042	03/26/2026	WILKINS EMILI CROWDER	\$23.60	Voided	03/27/2026
933043	03/26/2026	WORTMAN GREGAN ARNOLD	\$13.45	Voided	03/27/2026
933044	03/26/2026	YEAGER KEITH ALLEN	\$105.80	Voided	03/27/2026
Totals	Number of Checks: 4		Total:		

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 03/27/2026 TO: 03/27/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933047	03/27/2026	Jimmy Johns	\$147.49	Outstanding	
933048	03/27/2026	WESTBROOK IRA KYRK II	\$23.60	Outstanding	
933049	03/27/2026	WILKINS EMILI CROWDER	\$23.60	Outstanding	
933050	03/27/2026	WORTMAN GREGAN ARNOLD	\$13.45	Outstanding	
933051	03/27/2026	YEAGER KEITH ALLEN	\$105.80	Outstanding	
Totals	Number of Checks: 5		Total:	\$313.94	

Fine Fee Summary

From 03/01/2026 06:01 AM to 03/31/2026 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Bond Payment**

Juvenile Bond	500.00
	<hr/>
Subtotal:	500.00

Case Payment

Billings Drug Forfeiture Fund	2,258.80
Billings Drug Fund City	294.96
Case Payment Overage	30.54
Felony Surcharge	1,820.89
Fine	7,908.37
Legal Fee	1,676.23
Misdemeanor Surcharge	46.56
Public Defender Fee	1,768.49
Technology Surcharge	207.13
Victim Witness Admin Fee	11.70
Victim Witness Surcharge	438.13
Yellowstone County Sheriff Office Drug Fines	50.00
	<hr/>
Subtotal:	16,511.80

Civil Filing Payment

Appearance	1,540.00
Certification with a Seal	42.00
Commencement of Action or Proceedings / Invalidity	2,400.00
Copies - 11 Pages or More	1.00
Copies - First 10 Pages	26.00
Copy of Decree of Dissolution	320.00
Guardianship/Conservatorship Probate/ Formal And Informal	800.00
Invalid Marriage	120.00
Judgment Entry From Prevailing Party	1,000.00
Marriage License	5,883.00
Paternity	240.00
Petition For Contested Amendments to Parenting Plan	240.00
Petition For Dissolution	3,000.00
	<hr/>
Subtotal:	15,612.00

Misc. Payment

Authentication or Exemplification Fee	6.00
Certification With A Seal	554.00
Copies - 11 Pages or More	2,532.50
Copies - First 10 Pages	1,457.00
Copies by Email, Fax, etc - Outgoing	1,144.25
Copy of Decree of Dissolution	400.00
Copy of Marriage License	575.00
Postage	15.00

Fine Fee Summary

From 03/01/2026 06:01 AM to 03/31/2026 06:00 PM
 All Case Types and Sub-Types
 All Clerks

Receipts

Misc. Payment

Substitution of Judge 400.00

Subtotal: 7,083.75

Unapplied Receipt Accept

Unapplied Receipt 30,956.36

Subtotal: 30,956.36

Total Receipts: 70,663.91

Transfers

Case Payment

Billings Drug Forfeiture Fund 5.17

Billings Drug Fund City 1.50

Felony Surcharge 162.88

Fine 13.05

Legal Fee 71.44

Misdemeanor Surcharge 17.21

Public Defender 5.27

Public Defender Fee 36.13

Technology Surcharge 41.59

Victim Witness Admin Fee 1.63

Victim Witness Surcharge 85.49

Subtotal: 441.36

Civil Filing Payment

Adoption 210.00

Appearance 3,360.00

Commencement of Action or Proceedings / Invalidity 13,800.00

Executions, Orders of Sale, Writs 1,900.00

Foreign Judgment 180.00

Guardianship/Conservatorship Probate/ Formal And Informal 3,700.00

Judgment Entry From Prevailing Party 2,150.00

Petition For Contested Amendments to Parenting Plan 120.00

Petition For Dissolution 3,600.00

Substitution of Judge 300.00

Transcript of Judgment 700.00

Subtotal: 30,020.00

Total Transfers: 30,461.36

Report Total: 101,125.27

End of Period Disbursement Detail
 Bank Account: Wells Fargo - 9505883054925
 From 04/01/2026 to 04/01/2026
 Total Only

Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
Account 200-0001 - Adoptive Services Special Revenue 7462					
Account 200-0001 Total:					\$150.00
Account 200-0155 - Billings Drug Fund City 7850-000-021240					
Account 200-0155 Total:					\$2,560.43
Account 200-0450 - District Court Fund					
Account 200-0450 Total:					\$7,580.75
Account 200-0500 - Domestic Violence Intervention Program 7468					
Account 200-0500 Total:					\$1,443.00
Account 200-0525 - Felony Surcharge					
Account 200-0525 Total:					\$1,983.77
Account 200-0550 - Fines 7466					
Account 200-0550 Total:					\$9,669.09
Account 200-0650 - Indigent Legal 7466					
Account 200-0650 Total:					\$1,809.89
Account 200-0700 - Misdemeanor Surcharge					
Account 200-0700 Total:					\$63.77
Account 200-0765 - Drug Violation Fines 2300.000.000.351021.000					
Account 200-0765 Total:					\$50.00
Account 200-0800 - State General 7461					
Account 200-0800 Total:					\$17,912.00
Account 200-0850 - State General Additional Filing Fee 7461					
Account 200-0850 Total:					\$4,400.00
Account 200-0900 - State General Commencement of Action 7463					
Account 200-0900 Total:					\$12,420.00
Account 200-0950 - State General Dissolution 7464					
Account 200-0950 Total:					\$5,610.00
Account 200-1050 - Technology Surcharge 7458					
Account 200-1050 Total:					\$3,448.72
Account 200-1200 - Victim Witness Admin Fee					
Account 200-1200 Total:					\$13.33
Account 200-1250 - Victim Witness Surcharge					
Account 200-1250 Total:					\$523.62
Check Total:					\$ 69,638.37

End of Period Disbursement Detail
Bank Account: Wells Fargo - 9505883054925
From 04/01/2026 to 04/01/2026
Total Only

Report Total: \$69,638.37

B.O.C.C. Regular

Meeting Date: 04/07/2026

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - Tax Appeal Board 4/1/26

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Board Minutes

Yellowstone County Tax Appeal Board

Physical Address:
2825 3rd Ave N, Rm 419
Billings, MT 59101

Mailing Address:
PO Box 35000
Billings, MT 59107-5000



Yellowstone County Tax Appeal Board

MINUTES

COUNTY: Yellowstone County
PLACE: BOCC Board Room

DATE: April 1st, 2026
TIME: 1:00pm-5:45pm
*SHOW RECESS AND RECONVENTION

BOARD MEMBERS PRESENT:

Dan Cohn
Hanna Wagner
Ted Cross

SECRETARY:

Erika Guy

HEARINGS HELD:

1:00pm	Docket #A-29-25	Makenna Hotel Investments LLC
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DECISIONS MADE:

Docket #A-29-25/A00804	Makenna Hotel Investments LLC	Adjusted
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Docket #A-29-25:

Motion made by Hanna Wagner to approve the taxpayers appeal for tax code A00804 at a total value of \$15,932,000.00. Seconded by Ted Cross. Motion amended by Dan Cohn to adjust the value of tax code A00804 at a total value of \$19,932,000.00. Motion seconded by Ted Cross. Motion passed unanimously.

SIGNED:

A handwritten signature in blue ink, appearing to read "Dan Cohn", is written over a horizontal line.

Dan Cohn, Chair

RECEIVED
FEB 10 2026
 YELLOWSTONE COUNTY
 CLERK AND RECORDER

A00804
 MTAB-401

APPEAL TO THE COUNTY APPEAL TAX BOARD

Complete this document to appeal a property tax classification or assessment set by the Montana Department of Revenue (DOR). This appeal must be filed with the County Clerk and Recorder of the county where the property is located. This appeal will be heard by that county's Tax Appeal Board (CTAB). The County Tax Appeal Board is not part of the Department of Revenue.

FOR COUNTY APPEAL TAX BOARD USE

Docket Number: A-29-25
 Date Filed: 2/10/26
 Received by: Erika G.

Only one appeal may be made in each two-year appraisal cycle. The date your appeal is due depends on whether you went through the AB-26 informal review process with DOR.

If you did NOT file an AB-26.	OR	If you went through the AB-26 process.
The county Clerk and Recorder must receive your appeal within 30 days from the date on the DOR's notice of tax classification or assessment.		The county Clerk and Recorder must receive your appeal within 30 days from the date on the final AB-26 decision sent by Montana Dept. of Revenue.

If your appeal is received late it will not be considered. If your property taxes are due before the appeal is resolved, you must pay them under protest if you want them refunded to you.

If you refuse to allow DOR to inspect your property for appraisal you must submit an appraisal conducted by a licensed appraiser who is in good standing and certified in Montana. If you do not, the county and state tax appeal boards cannot revise your valuation.

Name	DuCharme, McMillen & Associates, Inc.			
Taxpayer Name	Makenna Hotel Investments LLC			
Property County	Yellowstone County			
Address	203 SE Park Plaza Drive, Suite 230			
City	Vancouver	State	WA	Zip 98684
Email	PNWappeals@dmainc.com	Phone	+1 (360) 750-6884	

Was an AB-26 Form filed with the Dept. of Revenue?

Select One: No Yes Decision Date: 12/30/2025

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Legal Description of Property:

Street Address	27 N 27th St	No. of Acres	.964
Lot(s)	Lot 7-18	Section	S03
Block(s)	110	Township	T01 S
Addition / Subdiv.	W15' lt7 & aly adj to lt 8-13 & w15'lt7	Range	R26 E
City / Town	Billings	GEOCode	03092703138050000

	Dept. of Revenue Valuation	Taxpayer Requested Valuation	CTAB Valuation For CTAB use only.
Land	\$1,670,783.00	\$1,670,783.00	
Buildings & Improvements	23,234,617	12,888,407 <i>\$12,684,317</i>	

This section is your opportunity to describe what you think was incorrect about DOR's classification and assessment and to describe what the Board should do to correct it.

What was incorrect about DOR's classification or assessment?


(Ex: A similar house in my neighborhood sold for less.)

Assessed value exceeds market. We request a conference/discussion with the assigned appraiser. Support to follow.

What are you asking for to correct the problem?

(Ex: My home should be valued at \$75,000.)

This property should be valued at \$14,559,190.

<i>1 / 23 / 2026</i>	
Date	Taxpayer Signature

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Optional: 3rd Party Representation: List below.

I hereby authorize **SEE ATTACHED AUTHORIZATION** to represent me in this appeal.

Address			
Email		Phone	
Date	/	/	Taxpayer Signature

Finally, make two copies of this document and:

- Send the original AND one copy to the County Clerk and Recorder.
- Keep one copy for your records.

What Happens Next?

The County Tax Appeal Board will contact you to arrange a hearing with you and the Department of Revenue. After the hearing, the County Tax Appeal Board will provide you with a decision by mail within 3 days.

The following section is for the County Tax Appeal Board to write its decision.

The above application is: *Granted / Denied* Granted in Part

For the following reasons: *The taxpayer convincingly argued that a willing buyer/seller would likely ~~agree~~ agree a lower value than DOR's. However, DOR convincingly argued that taxpayer's requested reduction impermissibly mixed deductions for real property and personal property.*

Date: *April 1, 2016* Chair Signature & County: *[Signature] - Yellowstone*

You may appeal this County Tax Appeal Board decision to the Montana Tax Appeal Board. To do so, complete and submit an Appeal to the Montana Tax Appeal Board (form MTAB-801), available at www.mtab.mt.gov.

The Montana Tax Appeal Board must receive your appeal within 30 days from when you received the County Tax Appeal Board decision or your appeal will not be accepted.

B.O.C.C. Regular

4. a.

Meeting Date: 04/07/2026

Title: Contract with Jim Rooney Excavating Inc.

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Jim Rooney Excavating Inc.

BACKGROUND:

Contract with Jim Rooney Excavating Inc for road grading in Hill Estates, RSID 726M.

RECOMMENDED ACTION:

File

Attachments

Contract

**Standard Form of Agreement between Owner
and Contractor on the Basis of
A Stipulated Price**

This agreement is dated as of the 12th day of March 2026 by and between Yellowstone County, Montana (hereinafter called Owner), and Jim Rooney Excavating Inc, Shepherd, Montana (hereinafter called Contractor).

Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work

Contractor shall provide all labor and equipment necessary for the requested work related to the roadway maintenance, located in the Hill Estates, RSID 726M, as outlined in the attached Scope of work Exhibit "A". This scope of work was produced for a project earlier this calendar year and only the grading of the roads is requested at this time, no additional gravel is expected. Hill Estates is located south of Billings off Vandaveer Road.

2. Contract Times

This contract will be in effect until the complete scope is complete and approved by the County and Subdivision Ad-Hoc Representative. Should any work, outside the Scope of Work need to be performed, both parties must agree in writing.

3. Contract Price

The Owner shall pay the Contractor a total price of not more than five-thousand dollars and no cents (\$5,000.00) according to the price outlined in the emailed quote sent by the Contractor. The contractor shall submit invoices to the Yellowstone County Public Works Department once the work is complete.

4. Contractors Representation

- 4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.
- 4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.
- 4.3 Contractor is familiar with and is satisfied as to all federal, state and local laws and regulations that may affect cost, progress, performance and furnishing of the work.
- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Contractor, consist of the following:

- 5.1 This Agreement.
- 5.2 Scope of Work includes grading Hill Sub roads to remove washboards and compact.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 The Contractor agrees to defend, indemnify and hold harmless the Owner against claims for injuries to person or damages to property occurred from or in connection with the Contractor's performance under the Agreement. The indemnification and defense obligations under this paragraph of the Agreement shall not be limited by any assertion or finding that Yellowstone County is liable for any damages by reason of a non-delegable duty.
- 6.3 The Contractor agrees to perform the labor and terms of this contract as an independent contractor and nothing herein contained shall be construed to be inconsistent with this relationship or status. Nothing in this contract shall be in any way construed to constitute the Contractor or any of his (or her, or its) agents or employees as the agent, employee or representative of Yellowstone County for any purpose, or to be recipients of any benefits, pensions, insurance plans, payroll taxes, worker's compensation or State or Federal withholding taxes.
- 6.4 Owner and Contractor each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Contractor must give preference to the employment of bona fide residents of Montana in the performance of this work.

- 6.6 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.7 In the event of litigation, the prevailing party shall be entitled to reimbursement of Court costs and reasonable Attorney fees by the non-prevailing party.
- 6.8 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects subcontractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.
- 7.0 The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Contractors to the same provisions. In accordance with section 49-3-207, MCA, the Contractor agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.
- 8.0 Termination

This Agreement shall terminate in its entirety in accordance with the terms found in paragraph 2. However, either party may terminate this contract on thirty (30) calendar days written notice, or if prior to such action, the other party materially breaches any of its representations or obligations under this Agreement. Except as may be otherwise provided in this Agreement, such breach by either party will result in the other party being responsible to reimburse the non-defaulting party for all costs incurred directly as a result of the breach of this Agreement, and shall be subject to such damages as may be allowed by law including attorneys' fees and costs of enforcing this Agreement.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each will be delivered to OWNER and CONTRACTOR. All portions of the Contract Documents

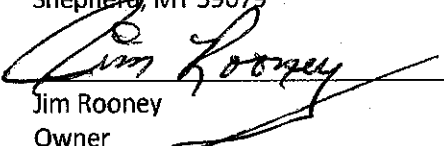
have been signed, initialed or identified by OWNER and CONTRACTOR.

This Agreement will be effective March 12th, 2026.

OWNER:
Yellowstone County
Billings, Montana 59101

Jay D. Anderson
Deputy Public Works Director

CONTRACTOR:
Jim Rooney Excavating, Inc
Shepherd, MT 59079



Jim Rooney
Owner

B.O.C.C. Regular

4. b.

Meeting Date: 04/07/2026

Title: Contract with Sanbell

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Sanbell for On-Call services

BACKGROUND:

On-call services such as Traffic Impact Study Reviews and General Transportation Engineering Services.

RECOMMENDED ACTION:

File

Attachments

Contract

Standard Form of Agreement between Yellowstone County and Consultant on the Basis of a Stipulated Price

This agreement is dated as of the 26th day of March, 2026, by and between Yellowstone County, Montana (hereinafter called Owner), and Sanbell (hereinafter called Consultant).

The Owner and Consultant, in consideration of the material covenants hereinafter set forth, agree as follows:

1. Scope of Work: On-call services may include, but are not limited to, the following tasks. The Consultant will document time spent and invoice individually for each assigned task. Work will not commence on a particular task without written (email) approval from the Owner.
 - a. Traffic Impact Study review. The Consultant will review TIS submittals on behalf of the Owner. TIS submittals made by the Consultant will require an independent review by another party.
 - b. General Transportation Engineering Services. The Consultant will provide on-call transportation engineering services upon the Owner's request. Tasks may include (but are not limited to) sight distance analyses, crash history evaluations, intersection improvements and recommendations, traffic counts, speed evaluations, and neighborhood traffic complaints. All time and materials that are billed to this task will be pre-approved by the Owner.
2. Contract shall be effective immediately.
3. Contract Price

Owner shall pay the Consultant on a Time and Materials basis, up to a total not-to-exceed amount of \$20,000.00, in accordance with the attached charge rate schedule. If services associated with this agreement extend beyond August 2026, the Consultant may submit an updated charge rate schedule, which will be applied to the contract upon Owner approval.

The Consultant should submit their invoices directly to Yellowstone County Public Works upon satisfactory completion of services for the period being invoiced.

4. Consultants Representation
 - 4.1 Consultant has examined and reviewed the Contract documents and other related paperwork.

- 4.2 Consultant is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, performance, and furnishing of the work.
- 4.4 Consultant has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that Consultant has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

The Contract Documents, which comprise the entire agreement between Owner and Consultant, consist of the following:

- 5.1 This Agreement.
- 5.2 Consultant's Fee Schedule
- 5.3 Consultant's Certificate of Insurance and Workers Compensation coverage.

6. Miscellaneous

- 6.1 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without written consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will discharge the assignor from any duty or responsibility under the Contract Documents.
- 6.2 Consultant, shall maintain at its sole cost and expense, commercial general liability insurance naming Owner as additional insured against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Consultants negligence while performing any work or service and for which Owner, sole basis of liability is vicarious liability for the acts or omissions of the Consultant or/and Subconsultants. Consultant shall maintain at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with work or service by the Consultant, agents,

employees, representatives, assigns and Subconsultants. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the period.

The Consultant shall name Owner on the Certificate of liability insurance as additional insured for on-site work or Maintenance Service. In addition, the Consultant will furnish to Owner a copy of the policy endorsement, CG 32 87 05 10, indicating that Owner is named as an additional insured under the Consultant's insurance policy.

The Consultant agrees to furnish both the Certificate of Insurance and policy endorsement at least ten (10) days prior to beginning work.

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

- 6.3 Consultant is required to maintain workers' compensation insurance, or an independent Consultant's exemption issued by the Montana Department of Labor covering Consultant and Consultant's employees. Consultant is not, nor is Consultant's workers, employees of Owner. Workers' Compensation insurance or the exemption from the workers' compensation obligation must be valid for the entire period.
- 6.4 The Owner and the Consultant each binds itself, its partners, successors, assign and legal representative to the other party hereto, its partners, successors, assign and legal representative to respect to all covenants, agreements and obligations contained in the Contract Documents.
- 6.5 Consultant must give preference to the employment of bona fide residents of Montana in the performance of this work.

- 6.6 All work and materials must be warranted for a period of one year from date of installation.
- 6.7 The Parties agree that the laws of the State of Montana shall govern this contract, and that venue shall be in the Thirteenth Judicial District Court, Yellowstone County, Montana.
- 6.8 Consultant agrees to defend, indemnify and hold harmless the Owner against all claims for injuries to person or damages to property occurred from or in Connection with the Consultants performance under the Agreement.
- 6.9 In the event of litigation between Consultant and the Owner, the Prevailing party shall be entitled to reimbursement of Court costs and Reasonable Attorney fees by the non-prevailing party.
- 7.0 The Consultant must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, The Age Discrimination Act of 1975 and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Consultant subjects Consultants to the same provisions. In accordance with section 49-3-207, MCA, the Consultant agrees that the hiring of persons to perform the contract will be made on the basis of merit and qualification and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the person performing under the contract.
- 8.0 SUSPENSION AND TERMINATION
- 8.1 Without terminating this Agreement, the Owner may suspend the Consultant's Services following written notice to the Consultant. On the suspension date specified in the notice, the Consultant shall have ceased its Services in an orderly manner. The Consultant shall be reimbursed for all reasonable costs incurred and unpaid for Services rendered through the suspension date specified in the notice, but in no case will the Consultant be paid for Services rendered after the date of such suspension. If resumption of the Consultant's Services requires any waiver or change in this Agreement, any such waiver or change shall require the written agreement of all parties, and the writing shall be attached as an addendum to this Agreement.
- 8.2 The Owner shall have the right to terminate this Agreement, in whole or in part, at any time during the course of performance by providing 30 days written notice to the Consultant. On the termination date specified in the notice, the Consultant shall have ceased its Services

in an orderly manner. If a new Consultant is retained to, or the Owner will itself, complete the Services, the Consultant will cooperate fully with the Owner in preparing the new Consultant or the Owner itself to take over completion of the Services on the specified termination date. The Consultant will be reimbursed for all reasonable costs incurred and unpaid for Services rendered in conformance with this Agreement through the date of termination specified in the Owner's notice to the Consultant, but in no case will the Consultant be paid for Services rendered after the date of such termination.

- 8.3 In the event of a material breach of this Agreement by the Owner, the Consultant shall have the right to terminate this Agreement thirty (30) days after written notice to the Owner specifying such material breach, unless the Owner has cured such material breach within said period.
- 8.4 This Agreement may be terminated without cause by either party. In that event, the party seeking to terminate said Agreement must give ninety (90) days written notice to the other party of the intent to terminate the Agreement.

IN WITNESS WHEREOF, the Owner and Consultant have signed this Agreement in duplicate. One counterpart each will be delivered to the Owner and Consultant. All portions of the Contract Documents have been signed, initialed, or identified by Owner and Consultant.

This Agreement will be effective March 26, 2026.

Owner:

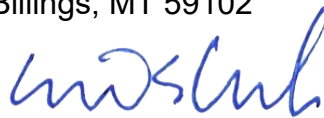
Yellowstone County
Billings, MT 59101



Monica Plecker
Director, Yellowstone Co. Public Works

Consultant:

Sanbell
Billings, MT 59102



Erin S. Claunch
Director of Public Infrastructure

CHARGE OUT RATES

ROCKY MOUNTAIN

EFFECTIVE SEPTEMBER 13, 2025



STAFF PERSONNEL SERVICES

Staff Engineer I	\$120.00/hour
Staff Engineer II	\$130.00/hour
Staff Engineer III	\$135.00/hour
Landscape Designer I	\$110.00/hour
Landscape Designer II	\$115.00/hour
Landscape Designer III	\$125.00/hour
Landscape Architect I	\$140.00/hour
Landscape Architect II	\$150.00/hour
Senior Landscape Architect I	\$185.00/hour
Senior Landscape Architect II	\$195.00/hour
Staff Planner I	\$100.00/hour
Staff Planner II	\$115.00/hour
Planner I	\$135.00/hour
Planner II	\$150.00/hour
Senior Planner I	\$160.00/hour
Senior Planner II	\$195.00/hour
Senior Planner Manager	\$215.00/hour
Project Engineer I	\$150.00/hour
Project Engineer II	\$160.00/hour
Senior Engineer I	\$190.00/hour
Senior Engineer II	\$200.00/hour
Senior Engineer Manager	\$215.00/hour
Chief Engineer	\$200.00/hour
Senior Project Manager	\$210.00/hour
Senior Eng Manager/Principal	\$250.00/hour
Expert Witness/Special Consultant	\$290.00/hour
Engineer Intern	\$90.00/hour
Field Survey Technician I	\$85.00/hour
Field Survey Technician II	\$88.00/hour
Staff Surveyor I	\$120.00/hour
Staff Surveyor II	\$130.00/hour
Staff Surveyor III	\$138.00/hour
Party Chief I	\$140.00/hour
Party Chief II	\$145.00/hour
Professional Land Surveyor I	\$150.00/hour
Professional Land Surveyor II	\$155.00/hour
Senior Professional Land Surveyor I	\$165.00/hour
Senior Professional Land Surveyor II	\$185.00/hour
Construction Inspector	\$90.00/hour
Construction Engineering Tech.	\$130.00/hour
Senior Construction Eng. Tech.	\$150.00/hour
Construction Engineer I	\$145.00/hour
Construction Engineer II	\$150.00/hour
CADD Technician I	\$100.00/hour
CADD Technician II	\$105.00/hour
Designer I	\$110.00/hour
Designer II	\$120.00/hour
Senior Designer I	\$125.00/hour
Senior Designer II	\$145.00/hour
Senior Designer Manager	\$175.00/hour
Project Administrator	\$105.00/hour
Senior Project Administrator	\$130.00/hour
Accounting Specialist	\$110.00/hour
Office Coordinator I	\$85.00/hour
Office Coordinator II	\$90.00/hour
HR Generalist/Specialist	\$110.00/hour
Human Resources Assistant	\$115.00/hour
IT Systems Admin I	\$115.00/hour
IT Systems Admin II	\$120.00/hour
Senior Admins Directors	\$195.00/hour
Web/Graphic Designer	\$120.00/hour
Marketing Coordinator	\$120.00/hour
Senior Marketing Coordinator	\$140.00/hour
Marketing Director	\$195.00/hour

TRAFFIC DATA COLLECTION SERVICES

Standard Intersection Count (veh/bike/ped)	\$35.00/hour
Small Roundabout Count (veh/bike/ped)	\$45.00/hour
Large Roundabout Count (veh/bike/ped)	\$100.00/hour
Spot Location Volume (veh/bike/ped)	\$5.00/lane/hour
Spot Location Travel Speeds (veh)	\$8.00/lane/hour
Data Collection Equipment	\$40.00/count location
Rushed Processing (24-hour turnaround)	\$10.00/processing hour
Travel Time Processing Rate (veh)	\$20.00/intersection/hour

SURVEY CREW SERVICES

1-Person/2-Person Crew	Per Job
Survey Equipment	\$30.00 /fieldwork hour
Survey Vehicle Mileage	IRS rate/mile + \$0.10/mile
Scanner Equipment	\$150.00/hour
Scanner Equipment (full day)	\$1,050/day

OUTSIDE CONSULTANTS

- 1) At cost if independently billed direct to client
- 2) Cost plus 5% if billed through us

INDEPENDENT LABORATORIES

- 1) At cost if independently billed direct to client
- 2) Cost plus 5% if billed through us

ADMINISTRATIVE EXPENSES

Administrative Expenses	3.5% *
<i>Including copies, prints, phone, postage, materials, and travel</i>	
<i>*Based on professional services only, unless modified by contract</i>	

Vehicle Mileage	IRS Rate
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These rates are updated periodically to reflect market conditions. Rate increases will be reflected in future invoicing.