OFFICIAL AGENDA
TUESDAY May 19, 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

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. BID OPENING

Open and Acknowledge RFP for MetraPark Fair Gate Booths

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COMMISSIONERS

a. Resolution 26-60 Establishing a Special Meeting Date of the Board of County Commissioners Regular Meeting - Changing the Meeting Date from Tuesday, June 16, 2026, at 9:00 a.m. to Thursday, June 18, 2026, at 10:00 a.m.

b. Resolution 26-61 Establishing a Special Time of the Board of County Commissioners Regular Meeting - Changing the Start Time of theTuesday, June 23, 2026 Board Meeting from 9:00 a.m. to 8:00 a.m.

2. EMERGENCY AND GENERAL SERVICES

Resolution of Intent 26-59 to Accept Residents Request to Annex into the Blue Creek Fire Service Area, and Setting the Public Hearing for Tuesday, June 23, 2026, at 8:00 a.m. in Room 309 of the John V. Ostlund Building

CLAIMS

CONSENT AGENDA

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1. CLERK AND RECORDER

Plat of Peterson Road Estates Subdivision and the S.I.A.

2. COMMISSIONERS

a. Board Openings - Lockwood Urban Transportation District/ Fuego Fire Service Area/ Worden Fire District #4/ Laurel Fire District #5 & #7/ Custer Cemetery Board

b. Board Reappointments - Becky Rosenleaf to Allies in Aging/ Lance Taylor to Huntley Project FSA Board

3. COUNTY ATTORNEY

- **a.** RFQ- YCDF Services, Jail Based Pilot Program
- **b.** Ivy Correctional Medicine — Addendum for Forensic Blood Draws

4. EMERGENCY AND GENERAL SERVICES

IamResponding Alerting Contract Modification to add Yellowstone County Sheriff's Office and Laurel EMS

5. FINANCE

- **a.** Change Order #3 - Bauer Construction - Metra Skybox Reno
- **b.** Recommendation of Award - Comprehensive Banking Services
- **c.** New Credit Card for Justice Court
- **d.** Task Order Amendment #1 for Crisis Diversion Grant - DPHHS 25-101-74048-0.
- **e.** Bond for Lost Warrant

6. INFORMATION TECHNOLOGY

1-Year Renewal of Sentinel One Endpoint Protection Software

7. PUBLIC WORKS

- **a.** Contract with Askin Construction, LLC
- **b.** IFB - Public Works, 2026 County Road Crack Seal Project
- **c.** Public Works, Central Avenue & 48th Street West - Change Order #1 with Knife River

8. HUMAN RESOURCES

- **a.** Policy 26-58 - Ostlund Building Use Policy
- **b.** **PERSONNEL ACTION REPORTS - Youth Services Center** - 3 Appointments; **IT** - 1 Appointment, 1 Salary & Other; **County Attorney** - 1 Termination; **Detention Facility** - 2 Terminations

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FILE ITEMS

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1. COMMISSIONERS

Letters of Support - Majestic Landing

2. FINANCE

Detailed Cash Investment Report - April 2026

PUBLIC COMMENTS ON COUNTY BUSINESS

*Public comment is an opportunity for individuals to address the Board, however, the Board cannot engage in discussion or take action on items not properly noticed on the agenda. Public comment is limited to 3 minutes per individual.

B.O.C.C. Regular
Meeting Date: 05/19/2026
Title: RFP for MP Fair Gate Booths
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Open and Acknowledge RFP for MetraPark Fair Gate Booths

BACKGROUND:
N/A

RECOMMENDED ACTION:
N/A

B.O.C.C. Regular **1. a.**

Meeting Date: 05/19/2026

Title: Resolution 26-60

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-60 Establishing a Special Meeting Date of the Board of County Commissioners Regular Meeting - Changing the Meeting Date from Tuesday, June 16, 2026, at 9:00 a.m. to Thursday, June 18, 2026, at 10:00 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution 26-60

RESOLUTION NO. 26-60

Establishing a Special Meeting Date & Time of the Board of County Commissioners

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

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

WHEREAS, The Board will not be able to convene for the meeting set for Tuesday, June 16, 2026 at 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting date in lieu of that date and time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Thursday June 18, 2026, at 10:00 A.M.** in lieu of the Tuesday June 16, 2026, at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder,Yellowstone County, Montana

B.O.C.C. Regular **1. b.**

Meeting Date: 05/19/2026

Title: Resolution 26-61

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-61 Establishing a Special Time of the Board of County Commissioners Regular Meeting - Changing the Start Time of theTuesday, June 23, 2026 Board Meeting from 9:00 a.m. to 8:00 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Resolution 26-61

RESOLUTION NO. 26 - 61

Establishing a Special Time of the Board of County Commissioners

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

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

WHEREAS, The Board will not be able to convene at 9:00 a.m. for the meeting set for Tuesday, June 23, 2026 at 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that date and time;

NOW THEREFORE, IT IS HEREBY RESOLVED by the Board of County Commissioners of Yellowstone County, Montana, that the Board shall meet to conduct official County business on **Tuesday June 23, 2026, at 8:00 A.M.** in lieu of the Tuesday February 3, 2026 at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

_____
Michael J. Waters, Member

_____
Chris White, Member

ATTEST:

(SEAL)

_____
Jeff Martin
Clerk and Recorder
Yellowstone County, Montana

B.O.C.C. Regular

Meeting Date: 05/19/2026

Title: Resolution of Intent to Accept Request to Annex into Blue Creek Fire Service Area and Establishing a Public Hearing.

Submitted By: Derek Yeager

TOPIC:

Resolution of Intent 26-59 to Accept Residents Request to Annex into the Blue Creek Fire Service Area, and Setting the Public Hearing for Tuesday, June 23, 2026, at 8:00 a.m. in Room 309 of the John V. Ostlund Building

BACKGROUND:

As previously discussed on 5/7, this is a resolution of intent to accept the Annexation Request on behalf of Blue Creek Fire Service Area Board of Trustees, and establishing the statutorily required public hearing. There is no opposition anticiapted as all residents included in the annexation request have filed the formal request to be annexed into the Fire Service Area.

RECOMMENDED ACTION:

Approve the resolution accepting the request to annex, and establishing the public hearing.

Attachments

Blue Creek Fire Annexation Petition

Resolution of Intent

April 28, 2026

Yellowstone County Commissioners
PO Box 35000
Billings MT 59107-5000

RE: Southridge Annexation Request

Dear Sirs:

This letter is in response to the petitions for annexation of the Southridge residents that are currently outside of the BCFSA boundary.

On Tuesday, April 28th the BCFSA board of Trustee's met to review the petitions for annexation that are located contiguous to the existing fire service area.

The Blue Creek FSA Trustees are in support of annexing these properties into the Blue Creek Fire Service Area and hereby forward the letter of petition to the Yellowstone County Commissioners for their approval, with onward transmission to the Yellowstone Clerk and Recorder.

Thank you for your time regarding this matter.

Sincerely,

Mary Lynn Purcell

Mary Lynn Purcell, BCFSA Chair

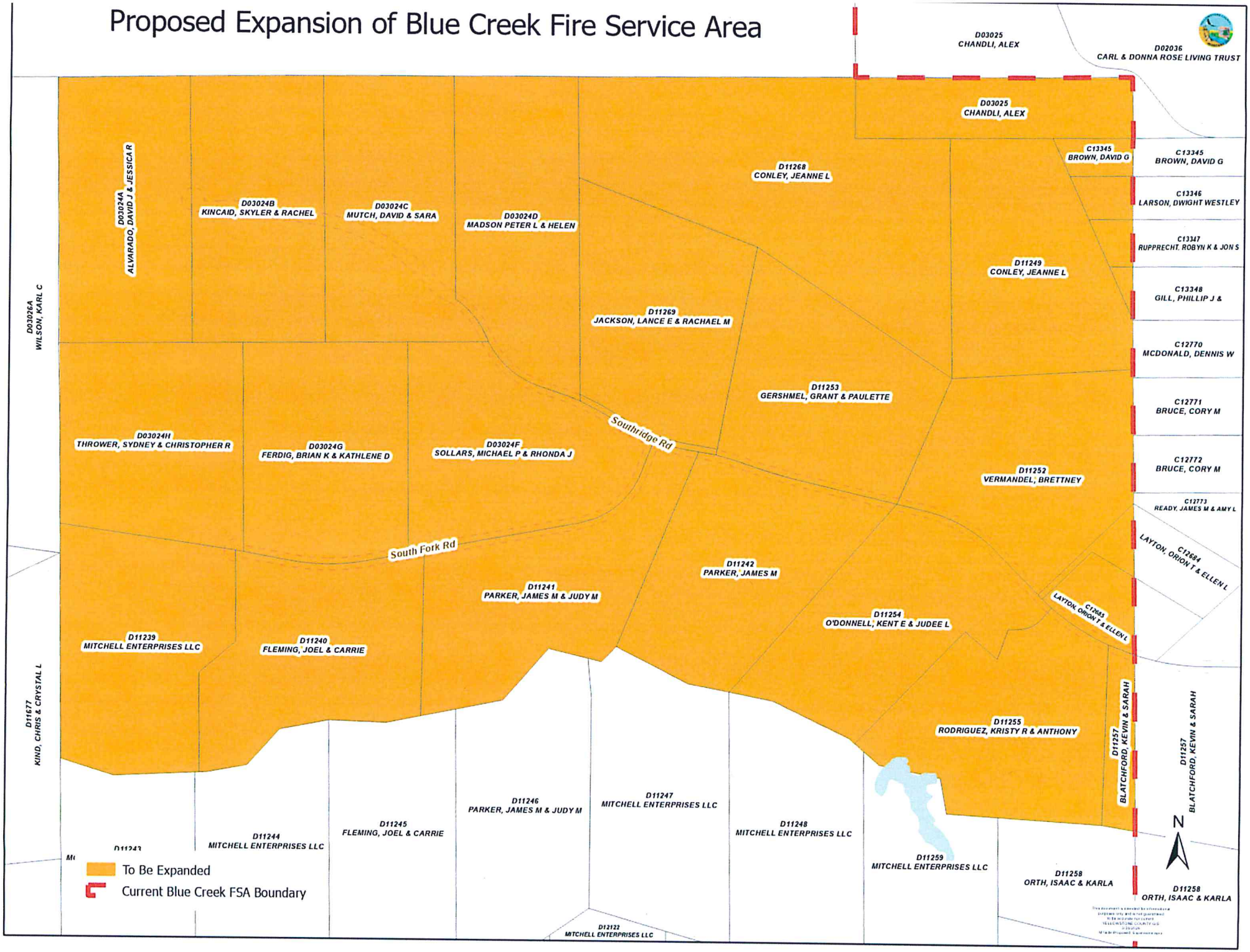
Kevin Ramsey

Kevin Ramsey, BCFSA Vice Chair

Tina Cortez

Tina Cortez, BCFSA Trustee

Proposed Expansion of Blue Creek Fire Service Area



Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

We, the undersigned, being owners of 51% or more of the real property in the proposed expansion area(s), and whose names appear upon the last completed assessment roll as owners of said parcels, do hereby petition the Yellowstone County Board of County Commissioners to annex said parcels and properties into the Blue Creek Fire Service Area. It is our expressed intent that the following parcel(s) and/or any real property(s) within and upon those parcel(s) be provided with fire suppression and other emergency services as implemented and provided by the Fire Service Area and/or its contractor. Further, we understand that fees associated with receiving such services will be attributed to the parcels and properties as our responsibility and according to the Fire Service Area's rates and fee's schedule:

D03024A | 02S 25E Section 1 2290 parcel | NW | | |
SUID # (SUID # = Tax ID #) | Quarter | Section, Township & Range (Legal Description can be found on a property tax statement) | Lot # | Plat ID

Subdivision Name | Block | Lot

6900 Rocky Point Dr Billings MT 59101
Property Address (street, city, state, zip code)

Contact for Questions Regarding this Petition (name, phone number and e-mail)

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	David J. alvarado	6900 Rocky Point
[signature]	Jessica R alvarado	6900 Rocky Point

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D03024A	
Owner Listed On Last Tax Statement **Last Updated: October 6, 2025**	
Primary Owner:	ALVARADO, DAVID J & JESSICA R
Owner as of October 6, 2025	
Primary Owner:	ALVARADO, DAVID J & JESSICA R
2025 Mailing Address	
Mailing Address:	ALVARADO, DAVID J & JESSICA R 6900 ROCKY POINT DR BILLINGS, MT 59101
Property Information	
Property Address:	6900 ROCKY POINT DR
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2290 Parcel: 1
Full Legal:	S01, T02 S, R25 E, C.O.S. 2290, PARCEL 1, NW
GeoCode:	03-0822-01-2-11-01-0000

Yellowstone County
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D11239	02	25E Section 1 2309 Parcel 1		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

7080 Southfork Rd
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
	Cord Mitchell	2506 Phyllis Ln
	Mitchell enterprises	2506 Phyllis Ln

same

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D11239

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: MITCHELL ENTERPRISES LLC

Owner as of October 6, 2025

Primary Owner: MITCHELL ENTERPRISES LLC

2025 Mailing Address

Mailing Address: MITCHELL ENTERPRISES LLC
2506 PHYLLIS LN
BILLINGS, MT 59102

Property Information

Property Address: 7080 SOUTH FORK RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2309 Parcel: 1

Full Legal: S01, T02 S, R25 E, C.O.S. 2309, PARCEL 1

GeoCode: 03-0822-01-2-01-01-0000

(May not work for some newer properties.)

Yellowstone County
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D03024H	02 25E	Section 1 2290 Parcel 8		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name	Block	Lot

7075 S. fork RD Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
	Sydney Thrower	7075 S Fork Rd
	Christopher R Thrower	7075 S. Fork Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____day of _____, 20_____ by the Board of Trustees of the _____Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief:_____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D03024H

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: THROWER, SYDNEY & CHRISTOPHER R

Owner as of October 6, 2025

Primary Owner: THROWER, SYDNEY & CHRISTOPHER R

2025 Mailing Address

Mailing Address: THROWER, SYDNEY & CHRISTOPHER R
7075 S FORK RD
BILLINGS, MT 59101

Property Information

Property Address: 7075 SOUTH FORK RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2290 Parcel: 8

Full Legal: S01, T02 S, R25 E, C.O.S. 2290, PARCEL 8

GeoCode: 03-0822-01-2-07-01-0000

Show on Map *(May not work for some newer properties.)*

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D11240	02	S25E Section 2309 parcel 2		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

7020 Southfork Rd
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	Joel Fleming	7020 S. Fork Rd Billings, MT 59101
[signature]	Carrie Fleming	7020 S. Fork Rd Billings, MT 59101

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D11240

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: FLEMING, JOEL & CARRIE

Owner as of October 6, 2025

Primary Owner: FLEMING, JOEL & CARRIE

2025 Mailing Address

Mailing Address: FLEMING, JOEL & CARRIE
7020 S FORK RD
BILLINGS, MT 59101

Property Information

Property Address: 7020 SOUTHFORK RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2309 Parcel: 2

Full Legal: S01, T02 S, R25 E, C.O.S. 2309, PARCEL 2

GeoCode: 03-0822-01-2-03-01-0000

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D030246	Q2	S25E Section 2290 parcel 7		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

7005 S Fork Rd Billings Mt 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	Briank. Ferdig	7005 S FORK RD
[signature]	Kathleen D Ferdig	"

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D03024G

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner:	FERDIG, BRIAN K & KATHLENE D

Owner as of October 6, 2025

Primary Owner:	`FERDIG, BRIAN K & KATHLENE D

2025 Mailing Address

Mailing Address:	FERDIG, BRIAN K & KATHLENE D 7005 S FORK RD BILLINGS, MT 59101

Property Information

Property Address:	7005 SOUTH FORK RD
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2290 Parcel: 7
Full Legal:	S01, T02 S, R25 E, C.O.S. 2290, PARCEL 7
GeoCode:	03-0822-01-2-08-01-0000

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PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID
D03024B	025	Range25E Section1 2290 parcel2 NW4		

Subdivision Name _____ Block _____ Lot _____

Property Address *(street, city, state, zip code)* 7055 Southridge Rd Billings MT 59101

Contact for Questions Regarding this Petition *(name, phone number and e-mail)* _____

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	Skyler Kincaid	7055 Southridge Rd
[signature]	Rachel Kincaid	7055 Southridge Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D03024B

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner:	KINCAID, SKYLER & RACHEL

Owner as of October 6, 2025

Primary Owner:	KINCAID, SKYLER & RACHEL

2025 Mailing Address

Mailing Address:	KINCAID, SKYLER & RACHEL 7055 SOUTHRIDGE RD BILLINGS, MT 59101

Property Information

Property Address:	7055 SOUTHRIDGE RD
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2290 Parcel: 2
Full Legal:	S01, T02 S, R25 E, C.O.S. 2290, PARCEL 2, NW4
GeoCode:	03-0822-01-2-12-01-0000

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D03024D	02S 25E	Section 1 2290 parcel 4/N2		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

Property Address *(street, city, state, zip code)* 6835 Southridge Rd

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	Peter Madson	
[signature]	Helen Madson	6835 Southridge Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D03024D	
Owner Listed On Last Tax Statement **Last Updated: October 6, 2025**	
Primary Owner:	MADSON PETER L & HELEN
Owner as of October 6, 2025	
Primary Owner:	MADSON PETER L & HELEN
2025 Mailing Address	
Mailing Address:	MADSON PETER L & HELEN 6835 SOUTHRIDGE RD BILLINGS, MT 59101
Property Information	
Property Address:	6835 SOUTHRIDGE RD
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2290 Parcel: 4
Full Legal:	S01, T02 S, R25 E, C.O.S. 2290, PARCEL 4, N2
GeoCode:	03-0822-01-2-14-01-0000
Show on Map	*(May not work for some newer properties.)*

Yellowstone County
Department of Emergency Services
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PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D03024F	02 S 25E	Section 1 2290 Parcel 6		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name	Block	Lot

6830 Southridge Rd Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
	Michael P Sollas	6830 Southridge Rd
	Rhonda T Sollas	6830 Southridge Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D03024F

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: SOLLARS, MICHAEL P & RHONDA J

Owner as of October 6, 2025

Primary Owner: SOLLARS, MICHAEL P & RHONDA J

2025 Mailing Address

Mailing Address: SOLLARS, MICHAEL P & RHONDA J
6830 SOUTHRIDGE RD
BILLINGS, MT 59101

Property Information

Property Address: 6830 SOUTHRIDGE RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2290 Parcel: 6

Full Legal: S01, T02 S, R25 E, C.O.S. 2290, PARCEL 6

GeoCode: 03-0822-01-2-09-01-0000

Show on Map (May not work for some newer properties.)

Yellowstone County
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316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

We, the undersigned, being owners of 51% or more of the real property in the proposed expansion area(s), and whose names appear upon the last completed assessment roll as owners of said parcels, do hereby petition the Yellowstone County Board of County Commissioners to annex said parcels and properties into the Blue Creek Fire Service Area. It is our expressed intent that the following parcel(s) and/or any real property(s) within and upon those parcel(s) be provided with fire suppression and other emergency services as implemented and provided by the Fire Service Area and/or its contractor. Further, we understand that fees associated with receiving such services will be attributed to the parcels and properties as our responsibility and according to the Fire Service Area's rates and fee's schedule:

D11242	02S25E	Section1 2309 parcel 4		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

6640 Southridge Rd Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
Judy M Parker	Judy M Parker	6640 Southridge Rd
James M Parker	James M Parker	6640 Southridge Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D11242

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: PARKER, JAMES M

Owner as of October 6, 2025

Primary Owner: PARKER, JAMES M

Additional Legal Owner: PARKER, JUDY M

2025 Mailing Address

Mailing Address: PARKER, JAMES M
6640 SOUTHRIDGE RD
BILLINGS, MT 59101

Property Information

Property Address: 6640 SOUTHRIDGE RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2309 Parcel: 4

Full Legal: S01, T02 S, R25 E, C.O.S. 2309, PARCEL 4

GeoCode: 03-0822-01-1-04-01-0000

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

We, the undersigned, being owners of 51% or more of the real property in the proposed expansion area(s), and whose names appear upon the last completed assessment roll as owners of said parcels, do hereby petition the Yellowstone County Board of County Commissioners to annex said parcels and properties into the Blue Creek Fire Service Area. It is our expressed intent that the following parcel(s) and/or any real property(s) within and upon those parcel(s) be provided with fire suppression and other emergency services as implemented and provided by the Fire Service Area and/or its contractor. Further, we understand that fees associated with receiving such services will be attributed to the parcels and properties as our responsibility and according to the Fire Service Area's rates and fee's schedule:

D11253	025	Range 25 E Section 1 2311	Parcel 6 E2 & W2	
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

Property Address *(street, city, state, zip code)* 6615 Southridge Rd Billings Mt 59101

Contact for Questions Regarding this Petition *(name, phone number and e-mail)* _____

Property Owner Signature(s)	Printed Name	Mailing Address
[signature]	Grant Gershmek	
[signature]	Paulette Gershmek	

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D11253

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: GERSHMEL, GRANT & PAULETTE

Owner as of October 6, 2025

Primary Owner: GERSHMEL, GRANT & PAULETTE

2025 Mailing Address

Mailing Address: GERSHMEL, GRANT & PAULETTE
6615 SOUTHRIDGE RD
BILLINGS, MT 59101

Property Information

Property Address: 6615 SOUTHRIDGE RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2311 Parcel: 6

Full Legal: S01, T02 S, R25 E, C.O.S. 2311, PARCEL 6, E2 & W2

GeoCode: 03-0822-01-1-08-01-0000

Show on Map *(May not work for some newer properties.)*

2025 Billing Information

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D11269	02	S 25E Section 1 2336 Parcel 2		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name	Block	Lot

6543 Southridge RD Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
Lance Jackson	Lance Jackson	6543 Southridge Rd
Rachel Jackson	Rachael M	6543 Southridge Rd

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____day of _____, 20_____ by the Board of Trustees of the _____Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief:_____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D11269	
Owner Listed On Last Tax Statement **Last Updated: October 6, 2025**	
Primary Owner:	JACKSON, LANCE E & RACHAEL M
Owner as of October 6, 2025	
Primary Owner:	JACKSON, LANCE E & RACHAEL M
2025 Mailing Address	
Mailing Address:	JACKSON, LANCE E & RACHAEL M 6543 SOUTHRIDGE DR BILLINGS, MT 59101
Property Information	
Property Address:	6543 SOUTHRIDGE RD
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2336 Parcel: 2
Full Legal:	S01, T02 S, R25 E, C.O.S. 2336, PARCEL 2
GeoCode:	03-0822-01-1-09-01-0000
Show on Map	*(May not work for some newer properties.)*

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D11252	02S 25E	Section 1 S01 T02 S R25E	Parcel 5	
SUID #	Quarter	Section, Township & Range	Lot #	Plat ID
(SUID # = Tax ID #)		*(Legal Description can be found on a property tax statement)*		

Subdivision Name _____ Block _____ Lot _____

6505 Southridge Rd Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
Brittney Vermandel	Brittney Vermandel	6505 Southridge Rd Bigs MT 5910

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC (*date*) _____

TaxCode: D11252

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner:	VERMANDEL, BRETTNEY

Owner as of October 6, 2025

Primary Owner:	VERMANDEL, BRETTNEY

2025 Mailing Address

Mailing Address:	VERMANDEL, BRETTNEY 6505 SOUTHRIDGE RD BILLINGS, MT 59101

Property Information

Property Address:	6505 SOUTHRIDGE RD
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2311 Parcel: 5
Full Legal:	S01, T02 S, R25 E, C.O.S. 2311, PARCEL 5, E2 & W2
GeoCode:	03-0822-01-1-06-01-0000

Show on Map *(May not work for some newer properties.)*

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D11254	02	S 25E Section 1 2311	parcel 7A	AMD 12
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name _____ Block _____ Lot _____

6310 Southridge Rd Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
	Kent E Odonnell	6310 Southridge Rd Blgs MT
	Judee L. O'donnell	6310 Southridg Rd Billings MT 59101

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D11254

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: O'DONNELL, KENT E & JUDEE L

Owner as of October 6, 2025

Primary Owner: O'DONNELL, KENT E & JUDEE L

2025 Mailing Address

Mailing Address: O'DONNELL, KENT E & JUDEE L
6310 SOUTHRIDGE RD
BILLINGS, MT 59101

Property Information

Property Address: 6310 SOUTHRIDGE RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2311 Parcel: 7A

Full Legal: S01, T02 S, R25 E, C.O.S. 2311, PARCEL 7A, AMD (12)

GeoCode: 03-0822-01-1-02-01-0000

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D11255	02 S 25E	Section 1 2311 Parcel 8 & Amd (12)		
SUID # *(SUID # = Tax ID #)*	Quarter	Section, Township & Range *(Legal Description can be found on a property tax statement)*	Lot #	Plat ID

Subdivision Name	Block	Lot

6300 Southridge Rd Billings MT 59101
Property Address *(street, city, state, zip code)*

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
	Kristy R. Rodriguez	6025 Boulevard Loop Olympia WA 98501
	Anthony Rodriguez	6300 Southridge RD Billings MT 59101

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D11255

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner: RODRIGUEZ, KRISTY R & ANTHONY

Owner as of October 6, 2025

Primary Owner: RODRIGUEZ, KRISTY R & ANTHONY

2025 Mailing Address

Mailing Address: RODRIGUEZ, KRISTY R & ANTHONY
6300 SOUTHRIDGE RD
BILLINGS, MT 59101

Property Information

Property Address: 6300 SOUTHRIDGE RD

Township: 02 S Range: 25 E Section: 01

Certificate of Survey: 2311 Parcel: 8A

Full Legal: S01, T02 S, R25 E, C.O.S. 2311, PARCEL 8A, AMD (12)

GeoCode: 03-0822-01-4-16-01-0000

Yellowstone County
Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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D03024C	025	Range 25E Sec 2290	parcel 3	
SUID # *(SUID # = Tax ID #)*	**Quarter**	**Section, Township & Range** *(Legal Description can be found on a property tax statement)*	**Lot #**	**Plat ID**

Subdivision Name _____ **Block** _____ **Lot** _____

Property Address *(street, city, state, zip code)* 6900 Rocky Point Dr Billings MT 59101

Contact for Questions Regarding this Petition *(name, phone number and e-mail)*

Property Owner Signature(s)	Printed Name	Mailing Address
Sara Mutch	Sara Mutch	6900 Rocky Point Dr
	David Mutch	

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _____ day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

YELLOWSTONE COUNTY

TaxCode: D03024C

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner:	MUTCH, DAVID & SARA

Owner as of October 6, 2025

Primary Owner:	MUTCH, DAVID & SARA

2025 Mailing Address

Mailing Address:	MUTCH, DAVID & SARA 6900 ROCKY POINT DR BILLINGS, MT 59101

Property Information

Property Address:	
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2290 Parcel: 3
Full Legal:	S01, T02 S, R25 E, C.O.S. 2290, PARCEL 3, NW4
GeoCode:	03-0822-01-2-13-01-0000

Yellowstone County

Department of Emergency Services
316 N 26th Street • Billings, MT • 59101
(406) 256-2775 • www.co.yellowstone.mt.gov/

PETITION TO ALTER THE BOUNDARIES OF AN *EXISTING* FIRE SERVICE AREA

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SUID #	Quarter	Section, Township & Range	Lot #	Plat ID
D11268 D11249	02S 25E	Section 1 S01 T02 S R25E	Parcel 2	

(SUID # = Tax ID #) *(Legal Description can be found on a property tax statement)*

Subdivision Name _____ Block _____ Lot _____

Property Address *(street, city, state, zip code)* 4130 Lupine Dr. Billings MT 59101

Contact for Questions Regarding this Petition *(name, phone number and e-mail)* ~~Jeanne~~

Property Owner Signature(s)	Printed Name	Mailing Address
	Jeanne L. Conley	4130 Lupine Dr.

FOR OFFICIAL USE ONLY:

Annexation accepted and approved this _day of _____, 20_____ by the Board of Trustees of the _____ Fire Service Area.

Signature: _____ (Board Chairperson)

Fire Chief: _____ Mailed to Yellowstone Co. BOCC *(date)* _____

TaxCode: D11249

Owner Listed On Last Tax Statement

Last Updated: October 6, 2025

Primary Owner:	CONLEY, JEANNE L

Owner as of October 6, 2025

Primary Owner:	CONLEY, JEANNE L

2025 Mailing Address

Mailing Address:	CONLEY, JEANNE L 4130 LUPINE DR BILLINGS, MT 59101

Property Information

Property Address:	4130 LUPINE DR
Township:	02 S Range: 25 E Section: 01
Certificate of Survey:	2311 Parcel: 2
Full Legal:	S01, T02 S, R25 E, C.O.S. 2311, PARCEL 2
GeoCode:	03-0822-01-1-13-01-0000

Show on Map *(May not work for some newer properties.)*

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26-59

Resolution of Intent to Annex Property into the Blue Creek Fire Service Area

WHEREAS, the Blue Creek Fire Service Area was created to provide fire service in the Blue Creek area.

WHEREAS, the Yellowstone County Board of County Commissioners (BOCC) has received a petition to annex the private property adjacent to the existing district. The tracts of land are identified in the attached petitions and are listed as

- S01, T02 S, R25 E, C.O.S. 2236, Parcel 2;
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 2, NW4;
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 3; NW4
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 4, N2;
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 6;
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 7;
- S01, T02 S, R25 E, C.O.S. 2290, Parcel 8;
- S01, T02 S, R25 E, C.O.S. 2298, Parcel 1, NW;
- S01, T02 S, R25 E, C.O.S. 2309, Parcel 1;
- S01, T02 S, R25 E, C.O.S. 2309, Parcel 2;
- S01, T02 S, R25 E, C.O.S. 2309, Parcel 4;
- S01, T02 S, R25 E, C.O.S. 2311, Parcel 2;
- S01, T02 S, R25 E, C.O.S. 2311, Parcel 5, E2 & W2;
- S01, T02 S, R25 E, C.O.S. 2311, Parcel 6, E2 & W2;
- S01, T02 S, R25 E, C.O.S. 2311, Parcel 7A, AMD(12); and
- S01, T02 S, R25 E, C.O.S. 2311, Parcel 8A, AMD(12).

WHEREAS, Section 7-33-2401 of the Montana Code Annotated states that upon receipt of a petition signed by at least 30 owners of real property in the proposed service area, or by a majority of the owners of real property if there are no more than 30 owners of real property in the proposed service area, the board of county commissioners may establish a fire service area within an unincorporated area not part of a rural fire district in the county or alter the boundaries of the fire service area to provide the services and equipment set forth in 7-33-2402.

WHEREAS, in April of 2026, the Blue Creek Fire Service Area reviewed several petitions for annexation and indicated its support for approval. On May 19, 2026, this petition was presented to the BOCC.

NOW THEREFORE BE IT RESOLVED, on June 23, 2026 in the Commissioners' Board Room on the third floor of the Ostlund Building located at 2825 3rd Ave North Street in Billings, Montana, at 8:00 A.M., a public hearing shall be held pursuant to MCA § 7-33-2401. The BOCC orders the Yellowstone County Clerk and Recorder to provide notice of the hearing, make copies of the

application available to the public, receive written comments on the annexation and provide the comments to the BOCC before the hearing.

AND BE IT FURTHER RESOLVED, that following the public hearing, the Yellowstone County Commission the BOCC shall pass a resolution establishing the annexation unless more than 50% of the owners of real property in the area proposed for annexation protest the annexation, in which case the annexation must be disapproved pursuant to MCA § 7-33-2124. The area created is effective 60 days after passage of the resolution unless by that date more than 50% of the property owners of the proposed fire service area protest its creation.

Passed and Adopted the 19th day of May 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____

Mark Morse, Chair

_____

Michael J. Waters, Member

ATTEST:

_____

Chris White, Member

_____

Jeff Martin, Clerk and Recorder

Attachments:
Application

B.O.C.C. Regular
Meeting Date: 05/19/2026
Title: Peterson Road Estates Sub
Submitted For: Jeff Martin, Clerk And Recorder
Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:
Plat of Peterson Road Estates Subdivision and the S.I.A.

BACKGROUND:
Reviewed.

RECOMMENDED ACTION:
Approve.

Attachments

Peterson SIA

3

Return to:
WWC Engineering
550 S. 24th Street W. Suite 201
Billings, MT 59102

DECLARATION OF EASEMENT FOR DRY HYDRANT

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, the undersigned, CROWN ACRES LIMITED PARTNERSHIP (the "Grantor"), does this 12 day of April, 20 26, hereby grants unto YELLOWSTONE COUNTY, for the benefit of the Public (the "Grantee") a perpetual easement as written below, across, over and through certain real property known as Lots 2 and 3 of Peterson Road Estates Subdivision within Section 27, T.03N., R26E., P.M.M., Yellowstone County, Montana, said easement being more particularly described as follows, to wit:

> DRY HYDRANT EASEMENT as shown on the Peterson Road Estates Subdivision plat recorded with the Yellowstone County Clerk and Recorder under Document No. _____.

The Grantor does hereby grant unto the Grantee, its successors and assigns, the right, privilege, and authority to construct, reconstruct, maintain, operate, repair, improve, replace, and use a dry hydrant facility and any necessary fixtures and appurtenances over, across and upon said real property.

This perpetual easement shall run with the real property and be binding on all parties having any right, title or interest in the described property or any part thereof, their heirs, executors, successors, administrators and assignees, and shall bind each owner thereof.

Giovanni Forgione

Giovanni Forgione, Managing Member
Crown Acres Limited Partnership

STATE OF MONTANA)

:ss

COUNTY OF RICHLAND)

On this 12 day of April, 20 26, before me a Notary Public for the State of Montana, personally appeared Giovanni Forgione, Managing Member of Crown Acres Limited Partnership, who executed the foregoing instrument and acknowledged to me that he executed the same. He declared to be located in Terrebonne, QC.

Notarized online using audio-video communication

KRISTI STROUF Notarial Seal STATE OF MONTANA

KRISTI STROUF
Notary Public for the
State of Montana
Residing at SIDNEY, MT
My Commission Expires
March 8, 2028

Notary Public for the State of Montana
Residing at: Sidney, MT
My commission expires: 03/08/2028

This record is part of, or pertains to, a matter that is to be filed with or is before a court, government entity, or other entity located in the United States or involves property located in or a transaction substantially connected with, the United States.

Acknowledgement and Acceptance of Conveyance

The Yellowstone County Board of County Commissioners acknowledges receipt of this conveyance and accepts on behalf of Yellowstone County the property interest conveyed through this instrument.

BOARD OF COUNTY COMMISIONERS

YELLOWSTONE COUNTY, MONTANA

_____
Chairperson

_____
Commissioner

_____
Commissioner

ATTEST: _____
Clerk and Recorder

STATE OF MONTANA)
: ss
County of Yellowstone)

On this ___ day of _____, 20___, before me a Notary Public of the State of Montana, personally appeared _____, _____, and _____, as members of the Yellowstone County Board of County Commissioners, and _____, as the Yellowstone County Clerk and Recorder, and acknowledged to me that they executed the Acknowledgment and Acceptance of Conveyance portion of this conveyance on behalf of Yellowstone County in their official capacity as Board Members and the Clerk and Recorder.

IN WINESSS WHEREOF, I have hereunto set my hand and affixed my seal this day and year in this certificate first above written.

_____
Notary Public in and for the State of Montana

B.O.C.C. Regular **2. a.**

Meeting Date: 05/19/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Lockwood Urban Transportation District/ Fuego Fire Service Area/ Worden Fire District #4/ Laurel Fire District #5 & #7/ Custer Cemetery Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

May 19, 2026

LOCKWOOD URBAN TRANSPORTATION DISTRICT	4 year	2 full to 5/2/28
FUEGO FIRE SERVICE AREA	3 year	1 full to 12/31/28
WORDEN FIRE DISTRICT #4	3 year	1 full to 5/1/29
LAUREL FIRE DISTRICT #7	3 year	1 full to 5/1/29
LAUREL FIRE DISTRICT #5	3 year	1 full to 5/1/29

- **NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.**

CUSTER CEMETERY BOARD	3 year	1 partial to 6/30/27

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, June 18, 2026

April 28, 2026

CITY/COUNTY PLANNING: DIST 3	2 year	1 partial to 12/31/26
CITY/COUNTY PLANNING: DIST 4	2 year	1 partial to 12/31/26
CITY/COUNTY PLANNING: DIST 5	2 year	1 full to 12/31/27
CITY/COUNTY PLANNING: DIST 7	2 year	1 full to 12/31/27

- **NOTE: To be eligible for the above special district boards, applicants must live AND own property within the boundaries of the district. To find which planning district you live in, please contact the City/County Planning Division at 247-8676.**

BROADVIEW CEMETERY	3 year	1 full to 6/30/29
BLUE CREEK FIRE SERVICE AREA	3 year	2 full to 5/8/27
LAUREL FIRE DISTRICT #5	3 year	1 full to 5/1/28
LAUREL FIRE DISTRICT #7	3 year	1 full to 5/1/28

- **NOTE: To be eligible for the above special district boards, applicants must live OR own property within the boundaries of the district.**

CONSOLIDATED ZONING COMMISSION	2 year	1 full to 6/30/27 1 full to 6/30/28

- **NOTE: Eligible applicants for the above board must live outside the city limits of Billings but within 4-1/2 mile zoning boundary.**

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	1 partial to 12/31/27
AREA II AGENCY ON AGING	1 year	1 full to 6/30/27
LOCKWOOD TEDD	3 year	1 full to 3/31/29

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED UNTIL 5:00PM ON THURSDAY, May 28, 2026

B.O.C.C. Regular **2. b.**

Meeting Date: 05/19/2026

Title: Board Reappointments

Submitted By: Erika Guy

TOPIC:

Board Reappointments - Becky Rosenleaf to Allies in Aging/ Lance Taylor to Huntley Project FSA Board

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Becky Rosenleaf

Lance Taylor

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

May 19, 2026

Ms. Becky Rosenleaf
4504 Big Dance Way #1
Billings, MT 59106

RE: Re-appointment to Allies in Aging Board

Dear Ms. Rosenleaf,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to June 30, 2028.

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

c: Board File - Clerk & Recorder
Ms. Erika Purington, 1505 Avenue D, Billings, MT 59102

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

May 19, 2026

Mr. Lance Taylor
2613 Rd 15 North
Worden, MT 59088

RE: Re-appointment to Huntley Project FSA Board

Dear Mr. Taylor,

The Board of County Commissioners of Yellowstone County has re-appointed you to the above-named board. Your term by this appointment will be to June 30, 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

c: Board File - Clerk & Recorder
Mr. Daniel Ewen, 1625 East I Rd., Ballantine, MT 59006

B.O.C.C. Regular **3. a.**

Meeting Date: 05/19/2026

Title: RFQ- YCDF Inmate Services – Mental Health, SUD, Co-Occurring, Re-Entry, and Care Coordination

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

RFQ- YCDF Services, Jail Based Pilot Program

BACKGROUND:

The Yellowstone County Board of Commissioners is issuing a Request for Qualifications (RFQ) to establish a pool of approved providers authorized to access inmates at the Yellowstone County Detention Facility (YCDF) for the delivery of mental health, substance use disorder (SUD), co-occurring disorder services, re-entry planning, and care coordination to provide services under HEART grant funding.

RECOMMENDED ACTION:

Agenda Item

Attachments

RFQ JBPP

REQUEST FOR QUALIFICATIONS (RFQ)
YCDF Inmate Services – Mental Health, SUD, Co-Occurring, Re-Entry, and Care Coordination
Yellowstone County Detention Facility, Montana

May 2026

NOTICE OF REQUEST FOR QUALIFICATIONS
Notice is hereby given that the Board of County Commissioners of Yellowstone County is requesting Statements of Qualifications from organizations seeking approval to access inmates within the Yellowstone County Detention Facility (YCDF) for the provision of mental health, substance use disorder (SUD), co-occurring disorder services, re-entry planning, and care coordination.

This RFQ is issued for the purpose of establishing a pool of approved service providers eligible to operate within YCDF. This RFQ does not result in a contract, guarantee of work, or financial compensation from Yellowstone County.

Proposals should be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office at the John Ostlund Building, 2825 3rd Ave N., Billings, MT 59101. All proposals should be labeled "RFQ- YCDF Inmate Services." Limited scope submittals must clearly identify the specialty service(s) being proposed.

Envelopes must be labeled in the lower right-hand corner and submitted with:
One (1) original copy
Three (3) additional copies

All proposals must be received and time-stamped no later than **3:00 p.m. on June 15, 2026**. Late submissions will not be opened or considered.

Questions regarding proposal specifications should be directed to Melissa Williams at mwilliams@yellowstonecountymt.gov. Questions regarding submission procedures should be directed to Matt Kessler, Purchasing Agent, mkessler@yellowstonecountymt.gov.

PURPOSE AND INTENT
The purpose of this RFQ is to establish a vetted and approved list of providers authorized to request access to inmates at the Yellowstone County Detention Facility. The RFQ is intended to ensure continuity of service across current and future funding streams, standardize access to the facility, and limit entry to qualified organizations. All approved providers must demonstrate that they are appropriately trained, credentialed, and capable of operating within a correctional environment.

Approval through this RFQ:
- **Does not guarantee access to the facility**
- **Does not guarantee referrals, utilization, or funding**
- **Does not establish a contractual relationship with Yellowstone County**

All approved providers remain subject to:
- Individual staff clearance by the Yellowstone County Sheriff's Office
- Facility rules, policies, and operational control
- Revocation of approval at any time at the discretion of the County or Sheriff's Office

FACILITY OVERVIEW/PROJECT REQUIREMENTS
The Yellowstone County Detention Facility is located at 3165 King Avenue East, Billings, MT 59101. The facility serves pre-trial detainees and inmates awaiting placement post-sentencing, including federal and Department of Corrections populations.

SCOPE OF SERVICES
Yellowstone County is seeking qualified organizations to provide one or more of the following services:

- Mental Health Evaluation Services
- Substance Use Disorder (SUD) Services
- Co-Occurring Disorder Assessment Services
- Re-Entry Planning and Transition Services
- Care Coordination/Case Management

Respondents may apply for **all services or a limited scope of services**.

Example Service Model – Care Coordination
Care coordination services may include:

- Engagement with inmates during incarceration
- Identification of re-entry needs and stabilization planning
- Coordination of housing, treatment, benefits, and community services
- Warm handoffs to community providers
- Post-release follow-up

OPERATIONAL REQUIREMENTS
Respondents must demonstrate the ability to operate within a correctional environment under the direction of facility staff and to coordinate effectively with jail command staff, medical personnel, and other approved providers. Respondents must maintain compliance with all applicable federal and state laws, including HIPAA, and must be able to provide services in-person and/or via telehealth using approved systems.

Respondents must also demonstrate the ability to immediately notify jail command staff and appropriate personnel in crisis or high-risk situations. The respondent must provide sufficiently trained personnel to ensure continuity of care that meets Montana and Federal laws, ACA standards, and Montana Jail Standards governing behavioral health care to inmates.

Respondents must describe:

a. Referral intake and processing methods
b. Triage and service prioritization
c. Development and implementation of service or treatment plans
d. Coordination with internal and external providers
e. Re-entry and aftercare planning processes
f. Grievance response procedures

ACCESS AND SECURITY
Approval under this RFQ is organizational only and does not extend to individual staff. All staff must submit to background checks and receive clearance from the Sheriff's Office prior to entering the facility. Staff must complete all required facility training and comply with all entry, supervision, and exit protocols.

The County reserves the right to deny or revoke access for any individual or organization, limit the number of approved providers based on operational need, and restrict services based on coordination requirements, duplication of services, or safety concerns.

MINIMUM QUALIFICATIONS

To be considered, respondents must demonstrate:

1. Appropriate licensure and credentials for services proposed
2. Relevant experience in behavioral health, SUD, co-occurring, or justice-involved populations
3. Ability to coordinate services within a multi-provider correctional environment
4. Capacity to operate safely within a detention facility
5. Willingness to comply with all Sheriff's Office and facility requirements
6. Individual responsibility in obtaining credentials or certifications from any state, local, or federal entity who may offer reimbursement for services rendered

Failure to meet these conditions may result in disqualification.

SUBMISSION REQUIREMENTS

Respondents must provide the following:

1. Company Background

Provide a brief history of the company including:

a. Years in business under present name and previous names.
b. Type of organization (corporation, partnership, or limited liability corporation, etc.).
c. Names of officers of the company or regional executive.
d. Head office address and address of office where contract will be administered.
e. Number of key employees available to perform the service.

2. Company Expertise

Provide a brief explanation of why your organization is qualified to provide proposed services for the Yellowstone County Detention Facility. What makes your organization stand out in the industry?

3. Standardization of Care

a. Describe your experience in providing evidence-based/standardized care.
b. Identify the plan to ensure continuity of care.
c. Respondents must comply with PREA standards.

4. Proposed Staffing

Respondents must identify staff roles and responsibilities, provide documentation of credentials and licenses, and demonstrate relevant experience aligned with the services proposed. Respondents must also describe their background check procedures and outline their supervision structure to ensure accountability and oversight.

5. Proposed Services

INMATE IDENTIFICATION, REFERRAL, and COORDINATION

The respondent must provide a description of the proposed mechanism for receiving and processing referrals of inmates for services. The description should include documentation procedures and indicate the method for self-referral by inmates as well as referrals by medical, security, and administrative staff and family members of inmates.

PROPOSED SUD/MENTAL HEALTH/CO-OCCURRING DISORDER SERVICES
Provide a detailed description of the services you are proposing to provide. Submit a complete plan that details essential elements of how behavioral health services will be delivered.

The proposer must describe its proposed mechanism for triaging inmate referrals and developing treatment plans for services. Inmates receiving behavioral health services should have a treatment plan that provides diagnostic information, outlines the services to be provided, and the timeframes and frequencies for follow-up services.

The respondent must describe its plan for delivering outpatient mental health services to inmates in the general population. The description should include the types of services to be provided and the professional disciplines providing the services.

PROPOSED CARE COORDINATION/CASE MANAGEMENT/RE-ENTRY
The Care Coordinator position combines case management, re-entry, care coordination, and peer support functions to provide referrals, warm handoffs, and ongoing support both during incarceration and post-release for individuals with behavioral health needs. The Care Coordinator meets with individuals while they are incarcerated, assesses needs for successful community integration, and actively engages individuals in planning and service connection.

The Care Coordinator provides solution-focused interventions, ongoing support, monitoring, advocacy, and linkage to services, including housing, benefits, medical care, and treatment. Services may continue post-release to support stabilization and access to community resources.

Proposer must outline the plan for inmate's discharge and aftercare planning process. Proposer must act as liaison and describe these efforts with community service agencies. The respondent will need to develop a strong working relationship with community mental health providers for the coordination of referrals and sharing of information as necessary to provide a continuum of care.

The care coordinator:

- Meets with the target population while they are incarcerated.
- Helps to determine needs for successful community integration.
- Actively engages the individual.
- Provides solution-focused interventions.
- Provides support, monitoring, advocacy, linkage to services, and referrals according to needs. Needs may include stable housing, social security, and medical insurance applications, benefits, medical appointments, and others.
- May continue to provide resources to individuals upon release to foster stabilization in the community and access to services

Respondents must describe their approach to coordinating with jail staff, collaborating with other approved providers operating within the facility, and maintaining effective partnerships with community-based organizations to support continuity of care.

6. Quality Control
Describe your quality control methods and standards. Include a discussion of the methods used to identify and prevent service deficiencies before the quality level becomes unacceptable.

7. Inmate Grievances
Describe your firm's approach to addressing inmate grievances.

8.Customer Base and References
Provide a list of jails, facilities and/or similar institutions that your firm is under contract with for jail medical services. Provide a list of similar customers for which your firm provided the proposed services in the past but no longer have as clients. For each facility or institution explain the services provided.

List three references from clients currently under contract with your firm. References should include services of similar make-up and size to the Yellowstone County Detention Facility.
Respondent must list of all contracts of similar service that have been terminated or have not been renewed in the past three years, including sufficient contact information for the contract administrator and jail command staff representative.

Although the intent is to check references for finalist firms, the County reserves the right to investigate the respondent's past performance in similar settings and its compliance with contractual obligations. References should be prepared to speak to a county representative regarding the firm's service and operations.

9. Legal Disclosure
Provide a list of any civil or administrative cases filed against the corporation or an employee, officer, or agent of the corporations in the past three years, including the case name and number, the jurisdiction where it was filed, the date it was filed, the date resolved, the resolution of the case, and a copy of the complaint filed I the case. This includes both federal and state cases. Failure to include a case will be grounds for rejecting the proposal.

Provide the following information for each reference:

Name of organization:
Number of beds:
Term of service to client: Beginning date: ___ Ending date: ____
Location of client:
Contact name and title:
Contact's Telephone number and email address:

10. INSURANCE REQUIREMENTS
The respondent will be required to maintain general liability insurance in the amount of no less than one million five hundred thousand dollars ($1,500,000) per occurrence and three million ($3,000,000) in the aggregate. Respondents will be required to provide three million dollars ($3,000,000) professional liability insurance (medical malpractice).

In accordance with 39-71-401, MCA and 39-71-405 MCA, Respondent will be required to provide statutory workers' compensation insurance for its employees, including Employer's Liability limits of $1,000,000.00 while performing work under any contract resulting from this RFP. Respondents will be required to provide proof of compliance in the form of workers' compensation insurance or documentation of corporate officer status and maintain such insurance or corporate officer status for the duration of the contract.

All insurance policies required must be from an insurance carrier licensed to do business in the State of Montana. The respondent will be required to furnish proof of required insurance to the County prior to commencing work from this RFQ. The County must be listed as an additional insured on a primary and non-contributing basis on the general liability insurance certificate for this Agreement unless otherwise specified by the County.

EVALUATION & APPROVAL PROCESS

Submissions will be reviewed by the Yellowstone County Sheriff, with guidance from legal counsel as needed.

Approval will be based on:

1. Qualifications and experience
2. Alignment with facility needs
3. Ability to coordinate within a multi-provider environment
4. Operational feasibility within a correctional setting
5. Respondents' understanding and responsiveness to the intent of the RFQ

The County may:

- Approve, deny, or request clarification
- Limit approvals based on need
- Require modifications prior to approval

Approval is valid for **two (2) years**, unless revoked or otherwise modified.

GENERAL CONDITIONS

This RFQ does not obligate the County to enter into any agreement, does not guarantee access, funding, or referrals, and allows the County to reject any or all submissions. All respondents agree to comply with applicable Montana laws and facility requirements.

This RFQ shall not commit the County to enter into any agreement, to pay any expenses incurred in preparation of any response to this request, or to procure or contract for any supplies, goods or services. The County reserves the right to accept or reject any and all responses received as a result of this RFQ if it is in the County's best interest to do so. By offering to perform services under this procurement, Respondents agree to be bound by the laws of the State of Montana, including but not limited to: applicable wage rates, gross receipts taxes, building codes, Equal Opportunity Employment practices, and safety.

Only the RFQ responses of those firms which are adjudged, by the determination of the selection committee, as qualified, will be opened and reviewed following this RFQ process.

RESPONDENT QUESTIONS

Any questions or requests for clarification or interpretation of this RFQ must be addressed by email "mwilliams@yellowstonecountymt.gov" on or before June 2nd 2026 by 12:00 PM. Questions submitted must include "Clear reference to the section, page, and item in question."
Questions received after the deadline will not be considered.

The County will provide a formal written addendum by June 4th 2026 to questions received by the deadline. No other form of interpretation, correction, or change to this RFQ will be binding upon the County. Any addendum will be posted on the County's website https://www.yellowstonecountymt.gov/purchasing/, An Acknowledgment of Addendum must accompany the RFQ response.

- Company name and address.
- Contact information, including name, email address, and telephone number.

Mandatory Requirements of the RFQ

To be eligible for consideration, a Respondent must provide all information requested in Section 5. A proposal that fails to provide any information requested may be deemed nonresponsive or be subject to deduction of points during scoring.

Understanding of Specifications and Requirements

By submitting a response to this RFQ, the Respondent attests to an understanding of the specifications and requirements described herein and agrees to comply with such.

Respondent Signature

The proposal must be signed by an individual legally authorized to bind the Respondent. The Respondent's signature is a guarantee that the proposal has been developed without collusion. The offeror shall provide proof of authority of the person signing the RFQ upon the County's request.

Modification or Withdrawal of Proposal

The Respondent may not modify, withdraw, or cancel a proposal for a 120-day period following the RFQ due date.

Prior to the RFQ due date, proposals submitted early may be withdrawn only by written notice to the procurement officer and must be signed by the Respondent's authorized representative. Withdrawn proposals may be resubmitted up to the RFQ due date and are subject to the full requirements of the RFQ.

PROPOSAL REQUIREMENTS

Proposal Organization

Proposals must be organized into sections that follow the format of this RFQ. Pages must be consecutively numbered.

Compliance with Instructions

Scoring points may be deducted for failure to comply with these instructions. Furthermore, a proposal may be deemed nonresponsive and disqualified from consideration if it does not follow the response format, is difficult to read or understand, or is missing required information.

Extraneous or Outside Information

Selection and contract award will be based on the proposal and the evaluation of other information outlined in this RFQ. Responses may not include references to information located on internet websites, in libraries, or at other external locations unless specifically requested in the RFQ. Such information will not be considered, will have no bearing on any award, and may result in the Respondents disqualification from further consideration.

Copies Required and Deadline for Receipt of Proposals
One original proposal, and 2 hard copies, including a single side printing must be submitted to the Board of Yellowstone County Commissioners.
Proposals must be sealed, labeled with the proposal's name. The offeror is solely responsible for assuring delivery by the deadline.

Late Proposals
Regardless of cause, late proposals will not be accepted and will be automatically disqualified from consideration.

Preparation Costs
The offeror is solely responsible for all costs incurred prior to contract execution.

Other Considerations
The County encourages double sided printing and the use of materials (e.g., paper, dividers, binders, brochures, etc.) that contain post-consumer recycled materials.

The Board of County Commissioners reserves the right to reject any or all proposals received, to waive informalities to evaluate the proposals submitted, and to accept the proposal that best serves the interests of Yellowstone County.

Done by order of the Board of County Commissioners of Yellowstone County, MT this 19th day of May 2026.

Board of County Commissioners
Yellowstone County, Montana

_____
Mark Morse, Chair

Attest:

_____
Jeff Martin
Clerk & Recorder

B.O.C.C. Regular **3. b.**

Meeting Date: 05/19/2026

Title: Ivy Correctional Medicine- addendum for forensic blood draws

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

Ivy Correctional Medicine — Addendum for Forensic Blood Draws

BACKGROUND:

Ivy Correctional Medicine has agreed to conduct forensic blood draws for DUI investigations at the DUI center. Agencies that utilize the DUI center will reimburse the County for their agency blood draws. This addendum was previously discussed at an open BOCC discussion meeting. Ivy will start conducting forensic blood draws two weeks after this addendum is executed.

RECOMMENDED ACTION:

Agenda Item

Attachments

Second Addendum to Ivy Medical Agreement

Docusign Envelope ID: 6CC47FEF-946F-8C8D-801F-1042827FB84D

SECOND

ADDENDUM TO PROFESSIONAL SERVICES AGREEMENT

EVIDENTIARY BLOOD DRAWS

This Second Addendum ("Second Addendum") supplements the Professional Services Agreement dated on or about June 30, 2025, as supplemented by that certain Addendum to the Professional Services Agreement effective October 20, 2025 (collectively, the "Agreement"), between Ivy Medical, PLLC dba Ivy Corrections Medicine ("Ivy") and Yellowstone County ("Client").

BACKGROUND

A. In addition to the Services provided in the Agreement, Client seeks to have Ivy supplement the Services to provide evidentiary blood draws to Detainees.

B. To accommodate the Blood Draws as additional Services, the parties agree to the following terms and conditions.

AGREEMENT

1. EVIDENTIARY BLOOD DRAWS.

1.1 Generally. In addition to the Services and Unit Services provided under the Agreement, Ivy through Ivy Personnel shall perform evidentiary blood draws at the Facility (the "Blood Draws"). Ivy Personnel will not restrain Detainees. Client is solely responsible for Detainee restraint, security, and any use of force. If a Detainee refuses or physically resists, Ivy may decline to proceed.

1.2 Performance of Blood Draws. The Blood Draws shall be performed only upon the occurrence of any of the following:

a. Ivy's receipt of confirmation from Client (or its agent) that a valid judicial order or warrant has been issued directing that an evidentiary blood draw be conducted on a specific Detainee. Ivy may conclusively rely on any such verbal or written confirmation from Client or law enforcement regarding the existence and validity of such judicial order or warrant without independent verification, and Client indemnifies Ivy for any claim arising out of the validity, scope, or service of such judicial order or warrant; or

b. Detainee voluntarily agrees to the performance of the Blood Draw.

1.3 Locations. All Blood Draws performed under this Second Addendum shall be conducted exclusively within the Facility's designated locations (*e.g.*, annexes). Ivy shall not be required to perform Blood Draws in any other location outside such designated locations unless agreed upon by Ivy.

2. CLIENT RESPONSIBILITIES.

2.1 Attempt Limitations & Transportation. Client hereby agrees that in the event Ivy Personnel are unable to successfully complete Blood Draws for a specific Detainee within three (3) attempts on such Detainee, Client shall be responsible for arranging transport of the Detainee to the nearest hospital emergency department, or other suitable location as determined by Client, for completion of such procedure. Ivy shall not be liable, or held responsible, for any claims, fines, legal actions, damages, settlements, costs, expenses, injuries, or damages caused by any delay or consequence arising from the need to transport a Detainee under this Second Addendum.

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2.2 Supplies. For purposes of this Second Addendum, Client shall furnish, at its sole cost and expense, all supplies, equipment, and materials necessary for the performance of the Blood Draws. Client represents and warrants that all supplies, equipment, and materials will be fit for purposes of the Blood Draws.

3. COMPENSATION FOR BLOOD DRAWS. As compensation for the Blood Draws, Client shall pay Ivy One Hundred Fifty Dollars ($150) per Blood Draw performed by Ivy Personnel hereunder (the "Blood Draw Fee"). The Blood Draw Fee shall be invoiced and paid in the same manner as set forth in the Agreement with regard to Services provided by Ivy to Client. For avoidance of doubt, the terms set out in Section 3 of the Agreement shall apply to this provision.

4. EFFECTIVE DATE. This Second Addendum shall be effective upon execution of this Agreement ("Second Addendum Effective Date"); provided, however, the Blood Draw services shall commence no later than two (2) weeks after the Second Addendum Effective Date.

5. OTHER TERMS. The parties expressly agree that, except for the Blood Draws described hereunder, Attachment 1 Section 12.2 shall remain in full force and effect. The remaining terms in the Agreement shall remain in effect to the extent consistent with this Second Addendum. This Second Addendum may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart. This Second Addendum shall be binding when one or more counterparts, individually or taken together, bear the authorized signatures of all the parties.

Reviewed and agreed by:

IVY

Signed by:
Sherry Stoutin
52114E87B20C4B1...
Authorized Representative

President & Senior Medical Director
Title

5/11/2026
Date

CLIENT

Authorized Representative

Title

Date

37848661_v4

B.O.C.C. Regular

Meeting Date: 05/19/2026

Title: Contract modification for IAR to add YCSO

Submitted By: Derek Yeager

TOPIC:

IamResponding Alerting Contract Modification to add Yellowstone County Sheriff's Office and Laurel EMS

BACKGROUND:

Modificiation of the existing contract with I Am Responding (IAR) to add the existing YCSO alerting account and merge into one account. As previously discussed by the BOCC on 5/7.

RECOMMENDED ACTION:

Sign and approve.

Attachments

Contract Amendment

IamResponding
a RapidSOS Solution

Subscription Amendment Order Form

Subscriber:	**Yellowstone County (MT)**

Amendment Commencement Date: May 1, 2026

This Subscription Amendment Order Form ("Amendment Order") is entered into by and between IamResponding and Subscriber and amends the Subscription Agreement previously entered into by the parties dated August 1, 2019 (the "Subscription Agreement") extending through July 31, 2029.

This Amendment Order is hereby incorporated into and made a part of the Agreement. The purpose of this Amendment Order is to add the following agencies and services to the scope of the Agreement:

Product	Tier	Cost per Year	Number of Agencies	Initial Term (months)	Annual added Total
IamResponding	System add:Laurel EMS (MT)	$692	1	38	$692
IamResponding	System add:Yellowstone County Sheriff's Office (MT)	$692	1	38	$692
Set up fee		$35 (ONE-TIME)	1	N/A	N/A
Total due					$380.06

All services provided hereunder shall be governed by the terms and conditions of the Agreement. Subscriber is solely responsible for obtaining its own internet connection and hardware. Except as specifically modified by this Amendment Order, all terms and conditions of the Agreement shall remain in full force and effect.

Subscription Start Date and Term

The term for the services added by this Amendment Order (the “Amended Services”) shall commence on the Amendment Commencement Date. The initial term for the Amended Services will end on the same date as the then-current term of the Agreement, thereby making it coterminous. Thereafter, the Amended Services shall renew concurrently with, and for the same renewal period as, all other services governed by the Agreement.

Payment Terms

1. Subscriber agrees to pay the fees for the Amended Services as specified in the table above. The Initial Term Fee is prorated to cover the period from the Amendment Commencement Date through the end of the Agreement’s current term, as applicable.

2. All invoicing and payment terms (including due dates and any applicable late fees) shall be governed by the Agreement. Subscriber’s access to the Amended Services shall not be provided until IamResponding has received this signed Amendment Order and payment from Subscriber.

3. All subscription fees are in US funds and shall be paid in US funds.

4. All prices set forth are the cash discount prices for payments via cash or checks. Non-discounted pricing for credit card payments is 3.5% higher for all prices set forth.

5. All checks should be made payable to:

IamResponding
Tax Identification No.: 20-5787005

Special Terms

Notes

General Provisions

All other terms, conditions and provisions of the underlying Subscription Agreement shall remain in full force and effect.

Signature Line

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

Emergency Services Marketing Corp. d/b/a IamResponding	Subscriber:
Signature:	Signature:
Name: Eric Troy	Name:
Date:	Date:

B.O.C.C. Regular **5. a.**

Meeting Date: 05/19/2026

Title: Change Order #3 - Bauer Construction - Metra Skybox Reno

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Change Order #3 - Bauer Construction - Metra Skybox Reno

BACKGROUND:

MetraPark is requesting Commissioners' approval for a change order with Bauer Construction for the Metra Skybox renovation. This change order is for additional paint in the corridors off the main hallway to match the hallway paint. This change adds $2,860.00 to the project, bringing the total contract value to $203,164.20. There are sufficient project funds to cover this change in scope.

RECOMMENDED ACTION:

Approve and return a copy to Finance.

Attachments

COR 4 Corridor Paint

BAUER CONSTRUCTION

3333 2nd Ave N. Suite 240
Billings, MT. 59101
406-781-1622
timw@bauermt.com

COR #04

Date: 5/12/2026

Prepared By: Tim Williams

Customer: Yellowstone County
Contact: Matt Kessler
Phone: 406-256-2717
Email: mkessler@yellowstonecountymt.gov

Job Name: Metra SkyBox Refresh
Job Address: 308 6th Ave N
Billings, MT 59101

Change Order Request #3 Flooring Product Change			
Division #	**Scope**	**Company**	**Total Amount**
Division #01	General Conditions	Bauer Construction Inc.	$ 900.00
Division #09	Paint	Haney & Son Painting	$ 1,700.00
		OH&P @ 10%	$ 260.00
		Total Amount	**$ 2,860.00**

Division 01
- Subcontractor Management
- Site clean up

Division 09
- Supply and install material to paint the corridor

Exclusions/Notes
- If approved, add this price to main contract amount.
- All other work not explicitly stated on this estimate is excluded.

Price is Subject to Change Depending on Scope Changes

Tim Williams	Project Manager	5/12/2026
General Contractor	**Title**	**Date**
Architect	**Title**	**Date**
Owner	**Title**	**Date**

B.O.C.C. Regular **5. b.**

Meeting Date: 05/19/2026

Title: Recommendation of Award - Comprehensive Banking Services

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Recommendation of Award - Comprehensive Banking Services

BACKGROUND:

A Request for Proposals was released on December 12th, 2025, seeking a contract for banking services for Yellowstone County. Six responses were received from US Bank, JP Morgan, Wells Fargo, First Interstate Bank, First Federal Bank and Western Security Bank. A selection committee reviewed and scored proposals as well as conducting interviews. After this process, it is the selection committee's recommendation to award US Bank.

RECOMMENDED ACTION:

Approve notice and return a copy to Finance.

Attachments

NOIA - Banking RFP

Banking Services RFP Scoring Summary

Yellowstone County

Finance Department

Notice of Intent to Award

Solicitation Title: Comprehensive Banking Services RFP

Solicitation Close Date: March 2nd, 2026

Notice of Intent to Award Posting Date: May 19th, 2026

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

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

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

Apparent Successful Offeror(s)
US Bank

Unsuccessful Offeror(s)
JP Morgan
Wells Fargo
First Interstate Bank
First Federal Bank
Western Security Bank

Comprehensive Banking Services RFP Scoring Summary

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

- Operational Requirements & Financial Strength – [40 points]
- Transition Costs, Experience with Public Funds – [20 points]
- Fees – [40 points]

The selection committee was comprised of 5 members, making a total of 500 points possible per proposal.

Participant	Total Score
US Bank	**457**
JP Morgan	**397**
Wells Fargo	**342**
First Interstate Bank	**246**
First Federal Bank	**232**
Western Security Bank	**206**

B.O.C.C. Regular **5. c.**

Meeting Date: 05/19/2026
Title: New Credit Card for Justice Court
Submitted For: Matt Kessler, Purchasing Agent
Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

New Credit Card for Justice Court

BACKGROUND:

The Finance department is requesting Commissioners' approval for a credit card for Justice Court with a credit limit of $5,000.00. All credit card requests for Yellowstone County must be approved by the Commissioners.

RECOMMENDED ACTION:

Approve request.

B.O.C.C. Regular **5. d.**

Meeting Date: 05/19/2026

Title: Task Order Amendment #1 for Crisis Diversion Grant - DPHHS 25-101-74048-0

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Task Order Amendment #1 for Crisis Diversion Grant - DPHHS 25-101-74048-0.

BACKGROUND:

This is the task order amendment for the Crisis Diversion Grant - DPHHS 25-101-74048-0. This amendment simplifies the budgeting categories. There is no change to the overall budgeted dollar amount for the grant.

See Attached

RECOMMENDED ACTION:

Approve

Attachments

Task Order Amendment #1 for Crisis Diversion Grant - DPHHS 25-101-74048-0

TASK ORDER AMENDMENT NUMBER ONE

TASK ORDER NUMBER HHS-BHDD-0114AP-P
EFFECTIVE JULY 13, 2024 to JUNE 30, 2027
DPHHS 25-101-74048-0

TO THE MASTER CONTRACT
HHS-PHSD-00000499
EFFECTIVE JULY 1, 2019 to JUNE 30, 2026
BETWEEN THE STATE OF MONTANA,
DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES
AND YELLOWSTONE COUNTY

CRISIS DIVERSION IN MONTANA COMMUNITIES

This Task Order Amendment is entered into between the Montana Department of Public Health and Human Services, ("Department"), PO Box 4210, Helena, Montana, 59620, Phone Number (406) 444-5623, Fax Number (406) 444-1970, and Yellowstone County ("Contractor"), Federal ID Number 81-6001449, Unique Entity ID FNVKTJD3B7C1, and ~~316 N 26th St #3401~~ 2825 3rd Ave N room 311, Billings, MT 59101, Phone Number (406) 256-2701 ~~Fax Number (406) 254-7928~~;

Effective October 1, 2025, this Task Order is amended as follows. Existing language has been struck; amended language underlined.

SECTION 3. TERM OF TASK ORDER

A. The term of this Task Order for the purpose of delivery of services is from July 13, 2024, through June 30, 2027.

B. will remain unchanged.

SECTION 4. SERVICES TO BE PROVIDED AND SCOPE OF WORK, will be amended as follows:

A. The Contractor agrees to the following services:
Attachment A: Scope of Work Amendment One

B. will remain unchanged.

SECTION 7. SOURCE OF FUNDS AND FUNDING CONDITIONS

The sources of the funding for this Task Order are $1,665,505.52 from the State General Fund and a State Special Revenue Fund.

TERM	AMOUNT	FUNDING SOURCE
July 13, 2024 – June 30, ~~2025~~ 2026	$596,580.00	SGF/SSRF
July 1, 2025 – June 30, 2026	$565,615.39	SGF/SSRF
July 1, 2026 – June 30, 2027	$503,310.13	SGF/SSRF
TOTAL	$1,665,505.52	

SECTION 10. LIAISON AND SERVICE OF NOTICES, will be amended as follows:

A. ~~Violet Bolstridge~~, Isaac Coy, or their successor, will be the liaison for the Department. Contact information is as follows:

~~Violet Bolstridge~~, Isaac Coy, ~~Special Populations Section Supervisor~~ BHDD Bureau Chief
DPHHS Treatment Bureau
PO Box 4210
Helena, MT 59620
Phone Number (406) ~~439-5213~~ 444-7922
Fax Number (406) 444-7391
~~Violet.bolstridge@mt.gov~~ icoy@mt.gov

Jennifer Jones, or their successor, will be the liaison for the Contractor. Contact information is as follows:

Jennifer Jones, Finance Director
Yellowstone County
~~316 North 26th Street Rm 3401~~ 2825 3rd Ave N room 311
Billings, MT 59101
Phone Number (406) 256-2816
jjones@yellowstonecountymt.gov

These above referenced liaisons serve as the primary contacts between the parties regarding the performance of this Task Order. The State's liaison and Contractor's liaison may be changed by written notice to the other party.

B. will remain unchanged.

SECTION 15. SCOPE OF TASK ORDER, will be amended as follows:

This Task Order Amendment One consists of three (3) numbered pages and the following Attachments:

Attachment A: Scope of Work Amendment One
Attachment B: Budget Amendment One

SECTION 16. AUTHORITY TO EXECUTE

Each of the parties represents and warrants that this Task Order Amendment is entered into and executed by the person so authorized to bind the party to the provisions of this Task Order Amendment, Task Order, and the Master Contract.

IN WITNESS THEREOF, the parties through their authorized agents have executed this Task Order Amendment on the dates set out below:

Remainder of Page Intentionally Left Blank

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES

BY: _____ Date: _____
Charles T. Brereton, Director

BY: _____ Date: _____
Meghan Peel, BHDD Administrator

MONTANA DEPARTMENT OF PUBLIC HEALTH AND HUMAN SERVICES, BEHAVIORAL HEALTH AND DEVELOPMENTAL DISABILITIES

BY: _____ Date: _____
Contract Officer

CONTRACTOR, YELLOWSTONE

BY: _____ Date: _____
Mark Morse, County Commissioner

ATTACHMENT A

SCOPE OF WORK AMENDMENT ONE

The scope of work will be amended as follows with new language underlined.
Language removed was minimal and does not affect the scope of work.

Contractor is expected to coordinate planning, implementation, and provision of services with local governments and critical community stakeholders such as healthcare and hospital systems, behavioral health providers, public health, local law enforcement, criminal and judicial systems, social services, primary care, and community members.

A. For services purchased under this ~~Contract~~ Task Order, the Contractor must: [Riverstone Health]

1. Provide reports in a specified timeframe for agreed upon reporting requirements including:
   a. Monthly member level data;
   b. Quarterly progress reports; and
   c. Ad-hoc reports and evaluations that have been supported through this funding source.

2. Actively participate in virtual check-ins with grant program manager on a basis determined by the program manager.

3. Actively participate in technical assistance provided by the Department in the form of webinars, conference calls, and one-on-one conversations.

4. Allow and actively participate in site visits and/or any other activities that are requested by the Department.

B. For services purchased under this ~~Contract~~ Task Order, the Contractor agrees to provide the following services and conduct the following activities;

1. Establish and maintain an active Crisis Coalition that: [Riverstone Health]
   a. Is comprised of a diverse array of crisis system stakeholders, including individuals with lived experience;
   b. Meets on at least a quarterly basis;
   c. Establishes a Crisis Coalition Charter that outlines the:
      i. Purpose of the coalition;
      ii. Responsibilities of the coalition members; and
      iii. Goals of the coalition.
   d. Develops a crisis system strategic plan that aligns with local needs, national best practices, and the Crisis Now model;
   e. Leverages coalition members' resources to support the implementation of the strategic plan; and
   f. Engages in data sharing that supports accurate crisis system data collection, analysis, and reporting.

2. 1.1.a. Crisis Coalition Coordinator: [Riverstone Health, Billings Community Foundation (for Substance Abuse Connect)]
   Support a Crisis Coalition Coordinator within the community who:

a. Dedicates a minimum 0.5 FTE to the development of the community's crisis system;
b. Facilitates Crisis Coalition meetings;
c. Leads the implementation of the Crisis Coalition's strategic plan;
d. Supports and coordinates promotional, marketing, and educational efforts identified as necessary in the Crisis Coalition's strategic plan;
e. Coordinates crisis system initiatives;
f. Acts as the primary contact for local and State stakeholders regarding the community's crisis system;
g. Consolidates and reports crisis coalition progress and metrics to local and State stakeholders; and
h. Actively participates in technical assistance opportunities provided by the Department and its identified partners.
i. Facilitates local resource mapping efforts and subsequent updates.

3. 1.1.b. Resource Mapping: [Riverstone Health]
Assess the available services and resources within a community or region to develop a report that identifies opportunities for system improvement.

4. 1.1.c. Crisis System Technical Assistance: [Riverstone Health]
Partner with a Technical Assistance Provider that has experience with and will support the establishment and facilitation of a crisis coalition and/or aid in crisis coalition activities that bring together a community's key stakeholders and strategically work toward crisis system improvement. Fund additional costs and supplies associated with coordination of resource mapping project. Fund additional technology, electronic platforms for system improvement, and technical assistance needs under cross system collaboration for crisis system improvement.

5. 1.1.d. 211 System Support:[United Way of Yellowstone County]
Fund contracted support or staff time of an individual who has a formal relationship with local servicing call center or if applicable, United Way, and updates the 211 system with the most current behavioral health and crisis resources in the community.

6. 2.1.a. Crisis Intervention Team (CIT) Program: [Community Crisis Center]
Establish and maintain a Crisis Intervention Team (CIT) community in accordance with CIT Montana standards. Contractor will:
a. Provide documentation from CIT Montana attesting to program's ability to meet their program standards and agreeing to host an academy; ~~and~~
b. Facilitate 2 annual Crisis Intervention Team (CIT) academies in year(s) 1, 2, and 3 of the grant cycle in accordance with CIT Montana standards for law enforcement, first responders, mental health providers, community members and other stakeholders.
c. Purchase new and updated equipment needed to facilitate CIT academies in accordance with CIT Montana standards.

7. 2.1.a. Crisis Intervention Team (CIT) Program: [Community Crisis Center]
Establish and maintain a ~~Crisis Intervention Team~~ (CIT) lead through the Community Crisis Center that will:
a. Serve as the primary contact for community's CIT program;
b. Foster multilevel interactions among the CIT community, including: stakeholders, committee, police, leadership, and City/County officials;
c. Advance working relationships with community partners and state organizations

to promote and sustain the CIT program;
d. Provide continual leadership, training, and support to agencies with dedicated CIT coordinators;
e. Develop, implement, and review CIT policy and procedures;
f. Provide leadership for CIT Patrol officers;
g. Teach the CIT 40 Hour Basic Training Academy and on-going CIT In-Service; and
h. Help facilitate at least two other academies outside their community.

8. 2.2.a. Community based Care Coordination: [Riverstone Health, Alternatives, Inc., South Central Regional Mental Health Center dba Bridgemont Health for Veteran's Navigation Network]
Support up to 2 FTE Community Based Care Coordinators that work with eligible clients based on Medical Necessity as defined in the RFP for this grant, or in updates provided by the Department, to ensure they receive the right care at the right time by coordinating services and referrals and tracking clinical outcomes. The Care Coordinators must be approved by the Behavioral Health and Developmental Disabilities Division (BHDD) of the Department and be trained in trauma informed care, de-escalation strategies, and harm-reduction, as specified by the Department. Care Coordination services must be delivered by a Care Coordinator whose primary responsibility is the delivery of Care Coordination services.
a. Community Based Care Coordination includes the following:
i. Coordinating and implementing care plans;
ii. Advocating on the client's behalf;
iii. Facilitating access to needed services;
iv. Guiding clients through community resource options; and
v. Assisting clients in reducing barriers to community integration.
b. It is not required that each client receiving Care Coordination receive every service listed above. Medically necessary services delivered must be documented clearly in the client's individualized treatment plan in the client's file.

~~8~~9. 2.3.b. Tenancy Support Specialist: [Alternatives, Inc., District 7 HRDC]
Support ~~1~~ up to 2 FTE Tenancy Support Specialist in years 1 and 2 of the grant cycle that addresses the housing needs of adults who are disabled, chronically homeless, and seeking permanent housing. Services to be provided include the assessment, identification, arrangement, and provision of pre-tenancy, housing stabilization, tenancy sustaining, and housing-focused service coordination. Provider must:
a. Receive approval from the Department to provide services and be enrolled in Montana Medicaid as a service provider;
b. Ensure staff either hold a bachelor's degree in a social-service related field or have relevant experience that may substitute for education;
c. Ensure staff have at least one year of experience interacting with individuals who have mental health or co-occurring mental health and substance use disorders; ~~and~~
d. Develop policies and procedures for initial and ongoing staff training for these services that includes education on federal and local housing programs; and
e. Adhere to the service requirements for Tenancy Support Specialist outlined in the RFP for this grant, or in updates provided by the Department.

~~9~~10. 2.4.b. Mobile Crisis Response Program startup and one-time costs: [Riverstone Health]

Support the establishment and continuation of Mobile Crisis Response Services by funding startup and one-time costs that accrue outside of the normal operational costs of operating a mobile crisis response team.

a. ~~One time costs include:~~ Allowable uses of the funds include:

i. ~~Equipment to start an additional Mobile Crisis Response Team in year 1 and 2 of the grant cycle;~~ Purchase of vehicle(s);
ii. ~~Purchase of a vehicle in year 2 of the grant cycle; and~~ Vehicle modification and operational costs;
iii. ~~Replacement of worn equipment in year 3 of the grant cycle~~. Supplies, equipment, and technology;
iv. Program planning and design;
v. Hiring and training staff; and
vi. Revenue supplementation due to low volume/lack of economies of scale through the initial startup period.

b. The Department cannot reimburse through grants for Medicaid reimbursable services.

~~c. If contractor ceases service delivery during this grant cycle, contractor will be required to pay back start-up costs as requested by the Department.~~

~~10~~11. ~~Pursue a Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers~~.
3.1.a. Innovative Crisis Projects: [Riverstone Health]
This innovative project will support a locally tailored approach to community care coordination service development. This project includes funding for:

a. Pathways Community Hub Certification or a similar community care coordination center with Riverstone Health as the lead partner organization. This Innovative Crisis Project will support a 1 FTE Program Coordinator Position that will oversee and supervise Community Health Workers. Additional innovative project costs may include certification requirements, pilot agency support, community health worker training, Pathways Community Hub certified electronic community-based care coordination platform, and other associated certification expenses.

C. Other Provisions:

1. ~~Anything outside of the scope of above Section B requires the written approval of the Department prior to be being funded through these grant monies.~~ Anything within the scope of above Section B that becomes Medicaid reimbursable during the term of this contract must be billed to Medicaid and will no longer be funded through these grant monies
2. Cost savings realized during the term of this Task Order may be used only as permitted under the approved Scope of Work and Budget. Any use of cost savings that results in a change to the Scope of Work, Budget, or approved funding options requires an amendment to the Task Order and corresponding updates to Attachment A (Scope of Work) and Attachment B (Budget) of this Task Order.

D. Reporting and Documentation Requirements:

1. Contractor agrees to provide monthly member level data reporting for individuals served under this grant to include:
   a. month reported;
   b. date of service;
   c. type of service;
   d. service setting;
   e. disposition;
   f. For those served, identifying and socio-demographic data including:
      i. name;
      ii. date of birth;
      iii. Social Security Number;
      iv. gender;
      v. race;
      vi. employment status;
      vii. housing status;
      viii. veteran status; and
      ix. highest grade completed;
   g. ~~Monthly~~ Member-level data must be submitted ~~with monthly invoice~~ by the 15th day of the month following the month in which services are provided.

2. Contractor agrees to provide quarterly progress report to include:
   a. Progress toward outcome metrics within strategic plan to include:
      i. successes;
      ii. challenges;
      iii. strategies to overcome challenges; and
      iv. technical assistance needs.
   b. Number of attendees and dates of grant-funded meetings, trainings, and coalition related activities and events.
   c. Community-level quarterly data to include:
      i. total number of individuals diverted from:
         a. an emergency department;
         b. hospitalization;
         c. the Montana State Hospital; and
         d. jail;
      ii. total number of behavioral-health related responses from law enforcement;
      iii. total number of individuals booked into jail with an acute behavioral health diagnosis;
      iv. total number of individuals with a behavioral health diagnosis who return to a detention center within 6 months of previous discharge;
      v. total number of individuals diverted from an emergency department, hospitalization, and the Montana State Hospital; and
      vi. total cost, including both Crisis Diversion Grant funding and other funding sources, of implementing each direct service.
   d. ~~Quarterly progress reports must be submitted by:~~ Unless otherwise specified by the Department, quarterly progress reports must be submitted by the 15th day of the month following the end of each quarter. Quarters span the following timeframes:
      ~~i. Quarter 1 (July 2024 - September 2024): October 15, 2024~~

~~ii. Quarter 2 (October 2024—December 2024): January 15, 2025~~
~~iii. Quarter 3 (January 2025—March 2025): April 15, 2025~~
~~iv. Quarter 4 (April 2025—June 2025): July 15, 2025~~
~~v. Quarter 5 (July 2025 - September 2025): October 15, 2025~~
~~vi. Quarter 6 (October 2025—December 2025): January 15, 2026~~
~~vii. Quarter 7 (January 2026—March 2026): April 15, 2026~~
~~viii. Quarter 8 (April 2026—June 2026): July 15, 2026~~
~~ix. Quarter 9 (July 2026 - September 2026): October 15, 2026~~
~~x. Quarter 10 (October 2026—December 2026): January 15, 2027~~
~~xi. Quarter 11 (January 2027—March 2027): April 15, 2027~~
~~xii. Quarter 12 (April 2027—June 2027): July 15, 2027~~

i. Quarter 1: July 2024 - September 2024
ii. Quarter 2: October 2024—December 2024
iii. Quarter 3: January 2025—March 2025
iv. Quarter 4: April 2025—June 2025
v. Quarter 5: July 2025 - September 2025
vi. Quarter 6: October 2025—December 2025
vii. Quarter 7: January 2026—March 2026
viii. Quarter 8: April 2026—June 2026
ix. Quarter 9: July 2026 - September 2026
x. Quarter 10: October 2026—December 2026
xi. Quarter 11: January 2027—March 2027
xii. Quarter 12: April 2027—June 2027

e. The Department will electronically provide monthly and quarterly data reporting template.

E. Per Diem and Travel Cost Allowability:

1. This section applies to all per diem, lodging, mileage, and other travel costs charged to this Task Order, regardless of whether services are provided by:
    a. Contractor employees;
    b. Employees of subcontracted entities;
    c. Individual subcontractors or consultants; or
    d. Providers compensated on an hourly, salaried, unit-based, or flat-rate basis.
2. Travel costs charged to this Task Order must be directly related to the performance of grant-funded activities and supported by adequate documentation.
3. If an individual performing services under this Task Order is employed by an entity with or without a written and established per diem or travel reimbursement policy, reimbursement under this Task Order may not exceed the applicable State of Montana travel reimbursement rates as set forth by the U.S. General Services Administration (GSA) for the location and travel period.
4. In no circumstances may per diem or travel costs charged to this Task Order exceed applicable GSA rates.
5. If an employer or contractor reimburses travel costs at rates that exceed the GSA allowable limits under this section, the excess cost will not be reimbursable and must be paid using non-grant funds. Nothing in this section requires the Contractor, subcontractors, counties, or tribal governments to amend internal travel or personnel policies.

6. Per diem and travel cost limitations apply regardless of whether services are reimbursed on an hourly, salaried, unit-based, or flat-rate basis, to the extent that such costs are included in or charged to this Task Order.
7. For flat-rate or bundled payments that include travel or per diem costs, the Contractor or subcontractor must maintain documentation sufficient to demonstrate that:
    a. Travel and per diem costs charged to the Task Order do not exceed allowable limits; or
    b. Any excess costs are not reimbursable and are paid using non-grant funds.
8. Flat-rate service payments that do not include travel or per diem costs, and for which no separate travel reimbursement is claimed, are not subject to per diem limitations.
9. The Contractor must retain documentation demonstrating compliance with this section and make such documentation available to the Department upon request. The department reserves the right to disallow costs that do not comply with this section.

F. Supplies, Equipment, Technology, and Discretionary Cost Limitations:

1. Grant Funds may be used for supplies, materials, technology, and non-capital equipment that are directly related to services provided under this Task Order, as specified in Attachment A (Scope of Work) and Attachment B (Budget).
2. Costs associated with supplies, technology, meeting facilitation, food and refreshments, training materials, and other non-personnel, non-service expenses may not exceed 10% of the total Task Order budget, unless a higher amount is authorized and explicitly identified in Attachment A (Scope of Work) and Attachment B (Budget) of this Task Order.
3. Items intended primarily for participant incentives or rewards are not considered allowable expenses unless they are clearly programmatic, instructional, or used for outreach or marketing purposes.
4. Allowable technology costs may include~~, but are not limited to~~:
    a. Software licenses or subscriptions;
    b. Data collection, reporting, or evaluation tools;
    c. Communication technology required for service delivery or coordination; and
    d. Laptops, tablets, or peripheral devices necessary to perform grant-funded duties.
5. Capital purchases, including vehicles, buildings, infrastructure, or equipment or technology with a unit cost exceeding $5,000.00, are allowable only when explicitly identified in Attachment A (Scope of Work) and Attachment B (Budget) of this Task Order. Capital purchases may not be made using cost savings or reallocated funds unless authorized through an amendment to the Task Order with corresponding updates to Attachment A (Scope of Work) and Attachment B (Budget) of this Task Order.
6. Alcohol, tobacco/nicotine products, and items intended for personal use are not allowable.
7. Food and refreshments are allowable when:
    a. Directly related to grant-funded meetings, training, or coalition activities;
    b. Integral to participant engagement, attendance, or completion of the activity; and
    c. Cost is proportional to the duration, size, and purpose of the event and reflects customary practices for the setting and community served, including culturally appropriate practices.

ATTACHMENT B

BUDGET AMENDMENT ONE

The budget will be amended as follows with new language underlined.

Language removed was minimal and does not affect the budget.

The source of the funding for this Task Order is $1,665,505.52 from the State General Fund, State Special Fund Revenue Fund. This grant requires a local match for applicable expended funds. Administrative costs are not applicable to calculating the required match. The Contractor's established match rate is 0.8, resulting in a match requirement of $2,081,881.89 if the total applicable budget is expended.

State General Fund, State Special Fund Revenue Fund			
Budget Area	**SFY25-26 Budget**	**SFY26 Budget**	**SFY27 Budget**
Tier 0: Administration	n/a	n/a	n/a
Tier 1: Crisis System Foundation Building	$213,785.80	$207,700.71	$238,611.18
Tier 2: Crisis System Capacity Building (excludes Funding Option 2.4.a.)	$313,043.95	$269,578.27	$182,081.15
Tier 3: Innovative Crisis Projects	$69,750.25	$88,336.41	$82,617.80
Fiscal Year Totals:	**$596,580.00**	**$565,615.39**	**$503,310.13**
SFY25-SFY27 Total:			**$1,665,505.52**

B.O.C.C. Regular **5. e.**

Meeting Date: 05/19/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for lost warrant on lost/stale dated check, form returned notarized.

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On December 17, 2024 Yellowstone County issued a warrant numbered 533223 to CRAIG, DIANE (Principal) in the amount of $100.00. The warrant was drawn in payment of REFUND. TAX CODE A12844 PO:597581. 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 $100.00 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 $ 200.00 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.

Diane Craig
Principal Signature

4509 Morgan Ave.
Mailing Address for replacement check

Billings, MT 59101
City, State Zip

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

This instrument was acknowledged before me on this 07 day of May, 2026,

by Diane E. Craig.

Notary Signature

(NOTARIAL SEAL/STAMP)

BENJAMIN THIELE
Notary Public for the
State of Montana
Residing at BILLINGS, MT
My Commission Expires
December 1, 2027

APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

Meeting Date: 05/19/2026

Title: Sentinel One Endpoint Protection 1-year renewal

Submitted For: Larry Ziler, IT Director **Submitted By:** Larry Ziler, IT Director

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TOPIC:

1-Year Renewal of Sentinel One Endpoint Protection Software

BACKGROUND:

Sentinel One EPP is the software currently utilized by Yellowstone County to protect our laptops, desktops, and servers from malicous activity such as malware, viruses, and unauthorized access.

RECOMMENDED ACTION:

Recommend approval of the 1-year renewal at the amount of $72,222.36

Attachments

Sentinel One Renewal

SOLUTION PROPOSAL
SMART Endpoint Protection - 1 year, Billed Annually

Quote #: 159521
Version: 2
Delivery Date: 05/08/2026
Expiration Date: 05/21/2026

Prepared for:

Yellowstone County
Attn: Larry Ziler
217 N. 27th Street
Billings, MT 59101

Prepared by:

High Point Networks, LLC
Mike Felten
Direct/Mobile/Fax: 406-281-7222
mike.felten@highpointnetworks.com

High Point NETWORKS

SMART Endpoint Protection - 1 year, Billed Annually

Quote Information:

Quote #: 159521
Version: 2
Delivery Date: 05/08/2026
Expiration Date: 05/21/2026

Prepared for:

Yellowstone County

Attn: Larry Ziler
217 N. 27th Street
Billings, MT 59101

Prepared by:

High Point Networks, LLC

Mike Felten
Direct: 406-281-7222
mike.felten@highpointnetworks.com



SMART Endpoint Protection - Billed Annually

Qty	Item	Description	Annual	Ext. Annual
677	HPN-SMEP-PLUS-BA	SMART Endpoint Protection Plus (SentinelOne Complete & Vigilance) 24/7 SentinelOne SOC Management included - Billed Annually	$106.68	$72,222.36

Annual Subtotal: $72,222.36

Annual Recurring Summary

Description	Amount
SMART Endpoint Protection - Billed Annually	$72,222.36

Annual Total: $72,222.36

Acceptance of the quote online is considered acceptance of an offer and, together with the terms of the Master Services Agreement provided below, and any applicable Statement of Work, which are hereby incorporated by reference, forms a legally binding contract. The customer is solely responsible for verifying the accuracy of all quotes and designs.

Return Policy: Product must be returned within 30 days of shipment date and will be subject to a restocking and freight fee. Product cannot be returned if opened (needs to be sealed in original packaging), written on and/or damaged; NO exceptions. HPN reserves the right to no return/refund.

All quotes are subject to shipping costs that may not be listed on the quote. Prices are subject to change without notice, but you will be notified as quickly as possible. Orders will be invoiced when shipped. Orders may be partially invoiced as items ship and thus there may be multiple invoices per order. Projects will be invoiced in the same method. Professional services may be progress billed over the term of the project. All licensing and subscription orders will be invoiced immediately upon customer approval. Payment for all orders are due in 30 days from invoice date. Finance charges will be charged at the rate of 1.5% per month if not paid by the due date. If payment is not received within 60 days of the invoice date, we reserve the right to suspend or terminate your service without further notice. Credit card usage as a form of payment may be accepted on a pre-approval basis and may be subject to a convenience fee. Please consult your Account Representative prior to placing an order for timely, updated pricing. This offer to sell the listed products is subject to product availability and prices are subject to change without notice due to manufacturer price changes or any error or omission.

Signature _____ Date _____

High Point NETWORKS

SMART Endpoint Protection - 1 year, Billed Annually

Quote Information:
Quote #: 159521
Version: 2
Delivery Date: 05/08/2026
Expiration Date: 05/21/2026

Statement of Work

SMART Endpoint Protection™

This Statement of Work (SOW) is issued pursuant to the Master Agreement between Yellowstone County and High Point Networks, LLC (HPN). The SOW between HPN and Yellowstone County that incorporates these terms and conditions. The SOW is effective as of the start date that is defined in the terms and conditions of this agreement. This Agreement consists of the terms and conditions set forth below, any attachments or exhibits identified herein and any quotes, order forms or other ordering documents that reference this Agreement.

Summary:

Summary: Next generation endpoint protection to prevent, detect, and reverse known and unknown threats within your organization.

Solution Comparison/Included Items:

Feature & Capabilities	SMART Endpoint Protection	SMART Endpoint Protection Pro	SMART Endpoint Protection +
Endpoint Detection & Response (EDR)	✓	✓	✓
Behavioral AI Prevention	✓	✓	✓
Threat Intelligence & Threat Indicators	✓	✓	✓
Endpoint Firewall Control (Network Control)*	✓	✓	✓
Rogues Device Discovery**	✓	✓	✓
Application Inventory & Risk Analysis	✓	✓	✓
Proactive Notification of Identified Threats	✓	✓	✓
Staffed Endpoint Detection & Response	7a-6p cst M/F	7a-6p cst M/F	24/7/365
Automated Response & Resolution	✓	✓	✓
Deep Visibility to Query Event Data		✓	✓
24/7/365 SOC Monitoring			✓
Monthly Vigilance Report			✓

*Setup not included

**Rogues Device Discovery is opt-out and may trigger IDS alerts as network scans can be performed from any protected endpoint

High Point NETWORKS

SMART Endpoint Protection - 1 year, Billed Annually

Quote Information:
Quote #: 159521
Version: 2
Delivery Date: 05/08/2026
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SMART Service Deliverables:

- Unlimited access to HPN support desk for covered services.
- Configuration and management of the EDR solution.
- Cataloguing all applications on protected device and CVE risks associated with those applications.
- Monitoring, alerting and remediation of security events. (SMART Endpoint Protection staff 7am - 6pm CST, M-F; SMART Endpoint Protection+ SOC staffed 24/7/365)
- Quarterly Sentinel (agent) update deployment.
- Review of unprotected devices in the network during cadence calls.
- Cooperation with IR teams for log export and collection.
    - SMART Endpoint: Threat data export
    - SMART Endpoint Advanced and +: Singularity Datalake export
- Optional delivery of executive summary reports.
- SentinelOne Marketplace. (Catalog - Singularity Marketplace 2.0 (sentinelone.net))
    - Configuration of Marketplace Integrations if included in another HPN SMART Service.
- Provisioning of tenant and creation Sentinel Installer and Site Token.
- Whitelisting of critical applications identified by customer during onboarding.
- Reporting of Sentinels in an errored state or offline for 30 days or longer.
- Creating necessary exceptions and exclusions for applications and directories.

Client Responsibilities:

- Specify a primary point of contact (POC) for alerting and reporting.
    - Create distribution group or shared mailbox for alert delivery.
- Proper resource allocation to endpoints.
- Immediately notify HPN of any support request and provide HPN with reasonable detail of the nature and circumstances of reported incidents.
- Sentinel deployment and decommission/pruning of workstations and servers. (HPN time and material assistance is available upon request)
- Protected systems must maintain a supported operating system Singularity Operating System Coverage - SentinelOne.
- Notify HPN of critical line of business applications.
- Provide HPN with all information reasonably requested by HPN from time to time relating to customer's use of the SMART Endpoint solution including information on customer's hardware, network, systems, and any related third-party products.
- Configure Marketplace Additions. (if not associated with another HPN SMART Service)
- Maintain protected endpoint access to SentinelOne cloud console.
- Reinstalling or responding to Sentinels in an errored state.
- Initiate Change Control requests (via ticket) for applications and directory exceptions.
- Monitoring and ensuring Protected mode is enforced post onboarding for all protected endpoints.

Exclusions:

- Maintenance of endpoint operating systems and/or software.
- Software deployment.
- Remediation of conflicts with existing/alternative security solutions.
- Custom Report Building.
- Incident Response and Environment Restoration.
- Onsite maintenance or travel.
- Local User and Account management.

Terms and Conditions:

- 36-month agreement begins on the first of the month following onboarding kick-off, or no later than two (2) months from signing of quote.
- Customer to specify single point of contact for support requests.

- This statement of work does not replace the High Point Networks Master Services Agreement.
- Intent to cancel requires written 30-day notice, early termination fees may apply.
- Quantity (count/unit) use exceeding original quotation subject to periodic true up at current rates.
- Accounts with three (3) months of non-payment will result in offboarding of services and early cancellation fees.
- Early cancellation fee is 80% of remaining contract.
- Any issues created or caused by client changes to items covered in this contract are billable.
- If defined SLA's are not met and average less than 90% for any three (3) consecutive months, customer can discuss early termination of agreement with a 90-day written notice to High Point Networks, early termination fees or vendor term commitments may apply.
- Support requests to be submitted via HPN web portal, submitting a ticket by email or phone to the helpdesk as outlined in the SLAs below.
- If it becomes necessary to alter the scope of work for onboarding services, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables, and/or financial commitments. No changes to the scope of work will occur without prior written authorization.
- Equipment rented or provided by High Point Networks is required to be returned at the conclusion or cancellation of contract.
- High Point Networks is not responsible or liable for any delay or failure of performance caused in whole or in part by any delay or failure to perform any of customer’s requirements.
- It is critical that you employ multiple layers of security coupled with security training. Because no single solution can address all security concerns, High Point Networks makes no guarantees written or implied this solution by itself will protect your organization from a security incident.
- If payment is not received within 45 days of the invoice date, we reserve the right to suspend or terminate your service without further notice.
- High Point Networks reserves the right to modify upstream vendors within the scope of our contract, ensuring optimal service delivery and flexibility to adapt to industry changes.
- Customer agrees to the terms and conditions for the following third-party products: SentinelOne and Singularity Platform. (available upon request)

Service Level Agreement Response Times and Scale (SLA)

Service Priorities:

- PRIORITY 1 - Emergency or immediate response.
- PRIORITY 2 - Quick response.
- PRIORITY 3 - Normal response.
- PRIORITY 4 - Next scheduled visit.

Level of Severity:

- LOW - One user or a small group of users is affected.
- MEDIUM - Departments or large group of users are affected.
- HIGH - Entire company is affected.

Business Impact:

- LOW – Business processes can continue.
- MEDIUM – Business is degraded, but there is a reasonable workaround.
- HIGH – Critical, major business processes are stopped.
    - Priority 1 SLA notifications start after monitoring tools identify issue. +1hr outside of business hours.

High Point NETWORKS

SMART Endpoint Protection - 1 year, Billed Annually

Quote Information:
Quote #: 159521
Version: 2
Delivery Date: 05/08/2026
Expiration Date: 05/21/2026

Service Escalation Path: 1. Help Desk Dispatch 2. Technical Account Manager (when applicable) 3. Account Manager

	High Severity	Medium Severity	Low Severity
High Impact	PRIORITY 1	PRIORITY 2	PRIORITY 2
Medium Impact	PRIORITY 2	PRIORITY 3	PRIORITY 3
Low Impact	PRIORITY 3	PRIORITY 3	PRIORITY 4

Standard SLA (9 Hours/Day)

	Triage	Resolved
PRIORITY 1 Emergency	15 min	Best Effort
PRIORITY 2 Quick	15 min	Best Effort
PRIORITY 3 Normal	15 min	Best Effort
PRIORITY 4 Next Visit	15 min	Best Effort

SMART Contacts:

- Call | (701) 293-8300
- Email | helpdesk@highpointnetworks.com
- Log In | Ticket Portal: myhpn.highpointnetworks.com
- SMART Team staffed 7a-6p CST | **Priority 1 On Call Response Staffed 24x7x365.**
- High Point Networks standard SLAs apply to HPN standard office hours. Office hours available at: highpointnetworks.com

SOW Changes:

If becomes necessary to alter the statement of work, High Point Networks will initiate contact with the company's point of contact to work out the details associated with impacts to schedules, deliverables, and/or financial commitments. No changes to the statement of work will occur without prior written authorization.

Signature and Date:

The parties hereby agree to the terms and conditions set forth in this Document and such is demonstrated by their signatures noted on each page.

B.O.C.C. Regular **7. a.**

Meeting Date: 05/19/2026

Title: Contract with Askin Construction, LLC

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Askin Construction, LLC

BACKGROUND:

Contract with Askin Construction, LLC for roadway maintenance within Shiloh Estates Subdivision RSID 808M.

RECOMMENDED ACTION:

Consent

Attachments

Contract

YELLOWSTONE COUNTY
INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Askin Construction, LLC, herein referred to as "CONTRACTOR", whose address is 3922 Coulson Road East.

THE PARTIES AGREE AS FOLLOWS:

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

The work is generally described as roadway maintenance within Shiloh Estates Subdivision RSID 808M, which includes removal of concrete flatwork and replacement with asphalt paving and other miscellaneous items at three intersections within the RSID boundary.

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work upon approval of this Contract by both parties and shall complete the described work by August 28, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of Twenty-two thousand, four hundred six dollars and zero cents ($22,406.00). CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's quote dated, May 1, 2026
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. Exhibit A, attached hereto

7. WARRANTY: CONTRACTOR warrants that all services shall be performed in a professional manner. CONTRACTOR acknowledges that it shall be liable for any breach of this warranty for a period of one (1) year from the time services are completed.

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

9. INSURANCE & PAYMENT/PERFORMANCE BONDS: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of million dollars ($1,000,000.00) for each occurrence (minimum) and two million dollars ($2,000,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

The successful bidder will be required to provide the COUNTY with a performance bond and labor and materials bond, both for 100% of the contract amount, within ten (10) days of the execution of the contract and prior to starting any work on the project.

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars ($25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 2025 Montana Prevailing Wage Rates for Highway Construction as established by the Montana Department of Labor and Industry.

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

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

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

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

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

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination

specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

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

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

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

This Contract will be effective _____.

COUNTY:
Yellowstone County
Billings, MT 59101

_____
Mark Morse, Chair
Board of County Commissioners

CONTRACTOR
Askin Construction, LLC
Billings, MT 59101

_____
Dennis Ross
Authorized Representative

ATTEST:

_____
Jeff Martin, Clerk and Recorder

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid
*Bid price should include guarantee of work

Bid Item	Qty	Unit	Unit Price	Total
Mobilization	1	LS	$2,000.00	$2,000.00
Taxes, Bonds, & Insurance	1	LS	$450.00	$450.00
Traffic Control	1	LS	$550.00	$550.00
Remove Existing Concrete Cores	1	LS	$200.00	$200.00
Remove & Dispose Asphalt	31	SY	$11.00	$341.00
Remove & Dispose Concrete Flatwork	220	SY	$7.00	$1,540.00
Excavation	19	CY	$50.00	$950.00
Sub-Excavation	45	SY	$25.00	$1,125.00
Geotextile	220	SY	$5.00	$1,100.00
1-1/2-inch crushed base course (8-inch minimum thickness)	74	CY	$40.00	$2,960.00
Asphalt Pavement 4-inch minimum thickness (PG 64-22)	261	SY	$40.00	$10,440.00
Shoulder Gravel	15	SY	$35.00	$525.00
Topsoil & Sod	31	SY	$9.00	$279.00

Total Quote Price: $ Twenty two thousand four hundred sixty dollars and zero cents
(dollar)

Total Quote Price: 22,460.00
(numerical)

Askin Construction, LLC
Company Name

406-702-1097
Telephone and Fax Number

Authorized Representative Dennis Ross

232221
Contractor Number (if applicable)

3922 Coulson Rd E
Mailing Address

5/1/26
Date

Billings, MT 59101
City, State and Zip Code

EXHIBIT A

April 10, 2026

Yellowstone County is currently soliciting price quotations for:

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)

The project is in the Shiloh Estates Subdivision, west of South Shiloh Road and north of Central Avenue in Billings, Montana. A Scope of Work is attached. In general, the work includes removal of existing concrete aprons at three intersections within the subdivision and the installation of asphalt concrete pavement.

All quotations must be labeled 'RSID 808M - Maintenance' and submitted to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107 or delivered to Yellowstone County Public Works, Room 608 in the John V. Ostlund Building, 2825 3rd Avenue North, Billings, MT 59101 or e-mailed to janderson@yellowstonecountymt.gov. Bids shall be received by Yellowstone County Public Works **no later than 5:00 p.m. May 1st, 2026**. Quotes received after the date and time listed above will not be considered.

The selected contractor will be required to provide a copy of their workers compensation coverage and general liability insurance in addition to payment and performance bonds in the amount of 100% of the cost of the project prior to beginning the project. Refer to the sample contract within this solicitation for additional information.

All Work shall be completed in accordance with this scope of work and specifications included, MPWSS and as revised by the 2021 City of Billings modifications, County Road Policy, and the requirements specified within.

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.

If you have any questions concerning this project, please contact Jay Anderson at the Yellowstone County Public Works Department at (406)-254-7926 or janderson@yellowstonecountymt.gov

Yellowstone County reserves the right to reject any or all quotes received and to accept the quote that best serves the interests of Yellowstone County.

Thank you,

Jay D. Anderson
Deputy Public Works Director
Yellowstone County

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Scope of Work & Specifications

The scope of work includes but is not limited to the following:

- Site Prep and Grubbing
- Concrete Flatwork and Saw-cutting for Asphalt Pavement Removal
- Excavation
- New Pave Section (4-inches Type B-Mod PG 64-22, min. 8-inches 1-1/2-inch CBC, Geotextile)
- Shoulder Treatment (topsoil and sod, or shoulder gravel)
- Traffic Control

Contract Time

Work shall be completed within 10 working days following Notice to Proceed. The Contractor may elect the begin date but shall be substantially complete no later than August 21, 2026.

Traffic Control

Contractor to provide traffic control plan to County for review and approval. Access to local traffic will be required at all times. JB Stetson may be closed, detour required.

Site Prep, Clearing, and Grubbing

The existing shoulders adjacent to the new asphalt needs to be cut down to ensure positive drainage from the new asphalt pavement into the roadside ditches/swales and to allow the shoulder gravel or topsoil and sod work. The site prep, clearing, and grubbing work is incidental to other items, unless a specific bid item exists. Haul off cores unless property owner requests salvage, coordinate with property owner.

Asphalt and Concrete Flatwork Removal

Contractor to saw-cut a minimum 1-ft back into existing asphalt (5.5-ft at J B Stetson Road south of existing concrete) from edge of concrete flatwork and remove and dispose of the asphalt. Concrete flatwork shall be removed and disposed. Payment is made per square yard of each material. Saw-cutting is inclusive to other items.

Excavation

The existing concrete flatwork slopes to create a valley gutter. Excavation shall be performed to ensure a minimum 8-inch base course thickness is achieved. There may be areas where the concrete flatwork removal is beneath the bottom of new basecourse. Basecourse shall be installed in minimum lifts to establish the bottom of base course elevation. The additional quantity is included in the base course bid item. Where suitable, the existing grade beneath concrete shall be recompacted to 95% maximum dry density. Payment is per cubic yard.

Sub-Excavation

Where the Engineer determines soils to be unsuitable below base grade elevation, the Engineer shall give direction to the Contractor to excavate to a depth of 1-foot. The section shall be replaced with a geogrid (see geotextiles below) and 1-foot 1-1/2-inch base course compacted to 95% maximum dry density. The Engineer shall be notified prior to any sub-excavation work. Payment is per square yard.

Geotextiles Geotex 801 eqivalent

Separation fabric shall be Mirafi 180N or equivalent, approved by Engineer prior to quote. Geogrid beneath sub-excavation shall be Tensar BX1100 or equivalent, approved by Engineer prior to quote. Payment is per square yard. Mirafi BXG1100 equivalent

Base Course

Base course shall be a minimum thickness of 8-inches of 1-1/2-inch crushed base course meeting the specifications of the MPWSS. Where additional thickness is necessary to establish base grade elevation, the quantity shall be inclusive. The Engineer made an attempt to quantify this in the bid. Payment is per cubic yard.

Asphalt Pavement

Asphalt shall be Type B-Mod (PG 64-22). Minimum thickness is 4-inches or match existing. Paving may be performed in one – 4-inch lift, or two – minimum 2-inch lifts. The use of a leveling ski and a 6 to 8-inch slope shoe at centerline and shoulder will be required. The exposed outer edges will be constructed as radiuses. Tack coat shall be applied at all joints. All materials, equipment, and labor are Contractor's responsibility to provide. Where asphalt was cut back, Contractor shall prep existing base course and pave continuous to other work. Payment is per square yard.

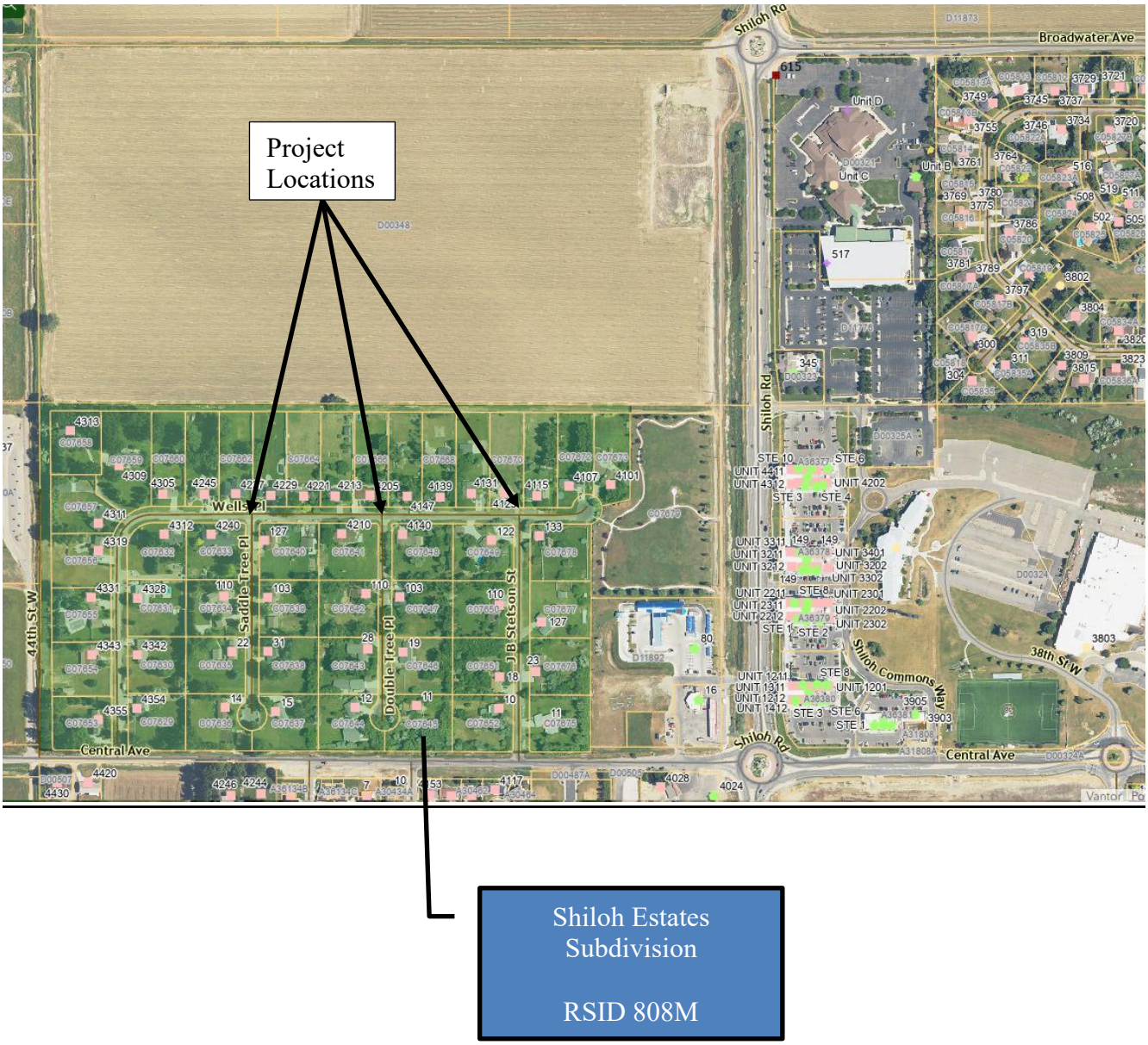
Shoulder Gravel, and Topsoil & Sod

Contractor shall install topsoil and/or shoulder gravel to allow drainage off the shoulders of the new asphalt. Sod shall be Kentucky Bluegrass and notices for care and maintenance of the sod shall be provided to the adjacent property owners. Payment is per square yard. Shoulder gravel 4" thick.

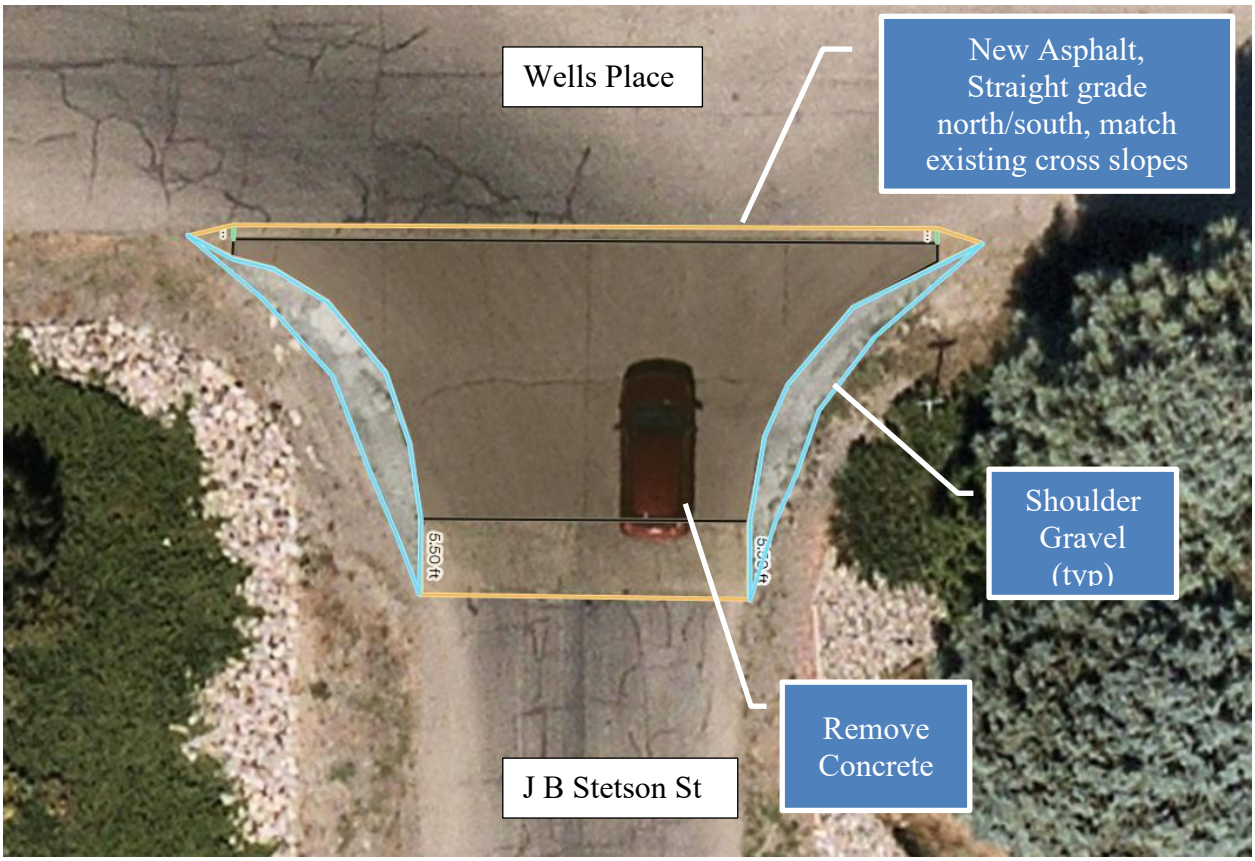
Invoicing

After Completion of work, provide copies of invoices to:
Yellowstone County Public Works
Attn: Jay D. Anderson

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Vicinity Map

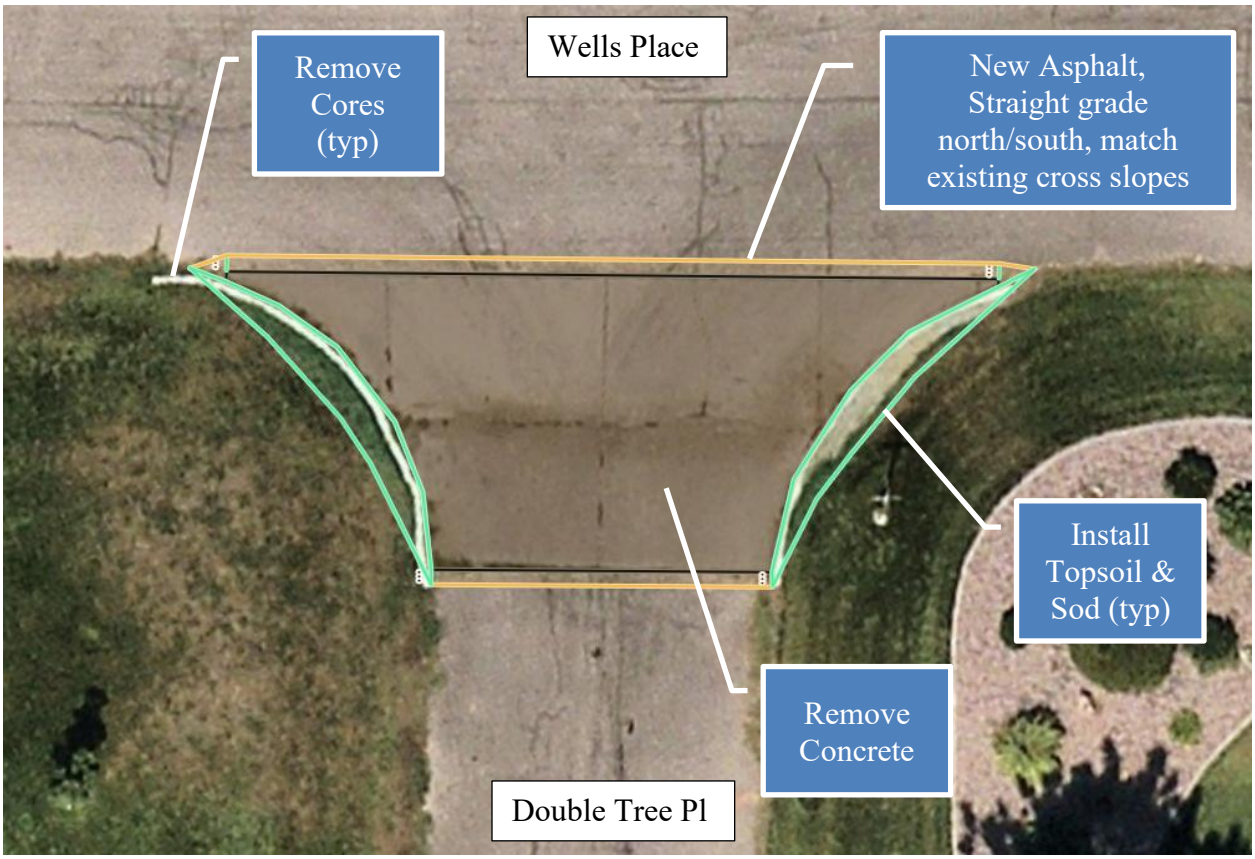


Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Intersection of Wells Place and J B Stetson Street



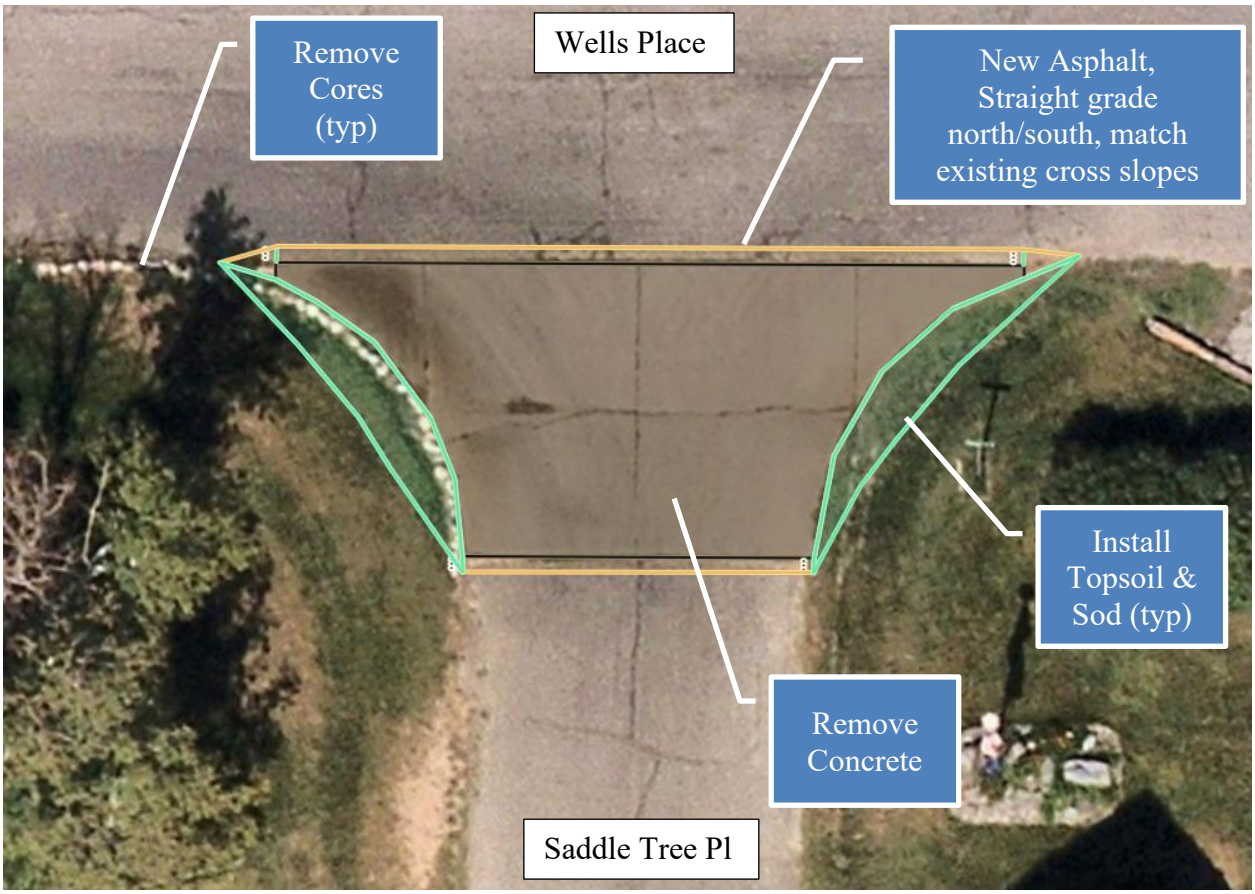
Remove & Dispose Existing Asphalt (trench style cut-back) – 12 SY
Remove & Dispose Existing Concrete Flatwork – 73 SY
Excavation (depth as required to provide minimum 8-inches 1-1/2-inch base course) – 7 CY
Sub-excavation (Geogrid & 1-ft 1-1/2-inch base course) – 15 SY
Geotextile (Mirafi 180N) – 73 SY
1-1/2 inch base course (8-inch thickness minimum) – 23 CY
4-inch minimum Type B-Mod Asphalt (PG 64-22) – 95 SY
Shoulder Gravel – 15 SY

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Intersection of Wells Place and Double Tree Place



Remove Existing Concrete Cores – 1 LS
Remove & Dispose Existing Asphalt (trench style cut-back) – 9 SY
Remove Existing Concrete Flatwork – 74 SY
Excavation (depth as required to provide minimum 8-inches 1-1/2-inch base course) – 4 CY
Sub-excavation (Geogrid & 1-ft 1-1/2-inch base course) – 15 SY
Geotextile (Mirafi 180N) – 74 SY
1-1/2 inch base course (8-inch thickness minimum) – 28 CY
4-inch minimum Type B-Mod Asphalt (PG 64-22) – 83 SY
Topsoil & Sod Shoulders – 15 SY

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Intersection of Wells Place and Saddle Tree Place



Remove Existing Concrete Cores – 1 LS
Remove & Dispose Existing Asphalt (trench style cut-back) – 10 SY
Remove Existing Concrete Flatwork – 73 SY
Excavation (depth as required to provide minimum 8-inches 1-1/2-inch base course) – 8 CY
Sub-excavation (Geogrid & 1-ft 1-1/2-inch base course) – 15 SY
Geotextile (Mirafi 180N) – 73 SY
1-1/2 inch base course (8-inch thickness minimum) – 23 CY
4-inch minimum Type B-Mod Asphalt (PG 64-22) – 83 SY
Topsoil & Sod Shoulders – 16 SY

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)

INSURANCE REQUIREMENTS

The following insurance coverage must be in force throughout the project. Coverage may be obtained through either a general liability policy or excess liability umbrella coverage.

Comprehensive General Liability

A.	Per occurrence	$1,000,000
B.	General aggregate	$2,000,000

Personal Injury

A.	Per occurrence	$1,000,000

Worker's Compensation

A.	State	Statutory
B.	Federal	Statutory
C.	Employer's Liability	$500,000

CHECK LIST

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

1. Read and understand the specifications.

2. Have made yourself familiar with any State laws that pertain to the bid.

3. Asked and received answers to any questions regarding the bid procedure, specifications or general information.

4. Addressed and mailed or delivered your quotation to be received at the correct address by the time and date indicated.

Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M)
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Base Bid
*Bid price should include guarantee of work

Bid Item	Qty	Unit	Unit Price	Total
Mobilization	1	LS		
Taxes, Bonds, & Insurance	1	LS		
Traffic Control	1	LS		
Remove Existing Concrete Cores	1	LS		
Remove & Dispose Asphalt	31	SY		
Remove & Dispose Concrete Flatwork	220	SY		
Excavation	19	CY		
Sub-Excavation	45	SY		
Geotextile	220	SY		
1-1/2-inch crushed base course (8-inch minimum thickness)	74	CY		
Asphalt Pavement 4-inch minimum thickness (PG 64-22)	261	SY		
Shoulder Gravel	15	SY		
Topsoil & Sod	31	SY		

Total Quote Price: $_____
(dollar)

Total Quote Price: _____
(numerical)

_____ _____
Company Name Telephone and Fax Number

_____ _____
Authorized Representative Contractor Number (if applicable)

_____ _____
Mailing Address Date

_____
City, State and Zip Code

ASKICON-01 BSHARROW

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/8/2026

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

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

PRODUCER License # 979004 HUB International Mountain States Limited 3545 Gabel Road Unit 3 Billings, MT 59102	CONTACT NAME: PHONE (A/C, No, Ext): (406) 652-9151 FAX (A/C, No): (406) 652-7838 E-MAIL ADDRESS:
INSURED Askin Construction LLC 3922 Coulson Rd E Billings, MT 59101	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Old Republic Insurance Company — 24147 INSURER B : Scottsdale Insurance Company — 41297 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	MWZY 319408 25	7/15/2025	5/31/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 10,000 $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			MWTB 319409 25	7/15/2025	5/31/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XLS2007731	7/15/2025	5/31/2026	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		MWC 319407 25	7/15/2025	5/31/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

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

RE: Shiloh Estates Subdivision Road Maintenance

General Liability – Additional Insured – Owners, Lessees or Contractors – Scheduled Person or Organization (CG2010 1219) (Ongoing)
General Liability – Additional Insured – Owners, Lessees or Contractors – Completed Operations (CG2037 1219)
General Liability – Waiver of Transfer of Rights of Recovery Against Others to Us (Waiver of Subrogation) Automatic (CG2453 1219)

CERTIFICATE HOLDER

Yellowstone County, Montana
PO Box 2514
Billings, MT 59103

CANCELLATION

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

AUTHORIZED REPRESENTATIVE



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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization contractually requiring status as an additional insured for ongoing operations that you perform for them	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As required by written contract or agreement	The locations as specified in the written contracts or agreements
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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Bond No. S7A2SU0007580

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)
Askin Construction, LLC
3922 Coulson Rd E
Billings, MT 59101

SURETY:
(Name, legal status and principal place of business)
American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

OWNER:
(Name, legal status and address)
Yellowstone County
316 N. 26th St.
Billings, MT 59107

CONSTRUCTION CONTRACT
Date:

Amount: Twenty-two Thousand Four Hundred Sixty And No/100 ($22,460.00)

Description:
(Name and location)
Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M), Yellowstone County, MT

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Twenty-two Thousand Four Hundred Sixty And No/100 ($22,460.00)

Modifications to this Bond: X None See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Askin Construction, LLC
Signature:
Name Dennis Ross
and Title: General Manager

SURETY
Company: *(Corporate Seal)*
American Alternative Insurance Corporation
Signature:
Name Jon Tierney
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Init.
/
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061010

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Init.

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§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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Bond No. S7A2SU0007580

AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)
Askin Construction, LLC
3922 Coulson Rd E
Billings, MT 59101

SURETY:
Name, legal status and principal place of business)
American Alternative Insurance Corporation
555 College Road East
Princeton, NJ 08543

OWNER:
(Name, legal status and address)
Yellowstone County
316 N. 26th St.
Billings, MT 59107

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312–2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT
Date:

Amount: Twenty-two Thousand Four Hundred Sixty And No/100 ($22,460.00)

Description:
(Name and location)
Roadway Maintenance in Shiloh Estates Subdivision (RSID 808M), Yellowstone County, MT

BOND
Date:
(Not earlier than Construction Contract Date)

Amount: Twenty-two Thousand Four Hundred Sixty And No/100 ($22,460.00)

Modifications to this Bond: X None See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*
Askin Construction, LLC

Signature:
Name Dennis Ross
and Title: General Manager

SURETY
Company: *(Corporate Seal)*
American Alternative Insurance Corporation

Signature:
Name Jon Tierney
and Title: Attorney-In-Fact

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Init.

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

.1 the name of the Claimant;
.2 the name of the person for whom the labor was done, or materials or equipment furnished;
.3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
.4 a brief description of the labor, materials or equipment furnished;
.5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
.6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
.7 the total amount of previous payments received by the Claimant; and
.8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Init.
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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address:		Address:	

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CERTIFIED COPY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the AMERICAN ALTERNATIVE INSURANCE CORPORATION, a corporation organized and existing by virtue of the laws of the State of Delaware ("Corporation") with offices at 555 College Road East, Princeton, N.J. 08543, has made, constituted and appointed, and by these presents, does make, constitute and appoint:

Jon Tierney; John D. Leaf; Gary Paladichuk; Chris Jermunson; Brooke A. Garness; Kimberly Hodson; Sharresa Drahos; Kristin A. Piccioni; Jamie M. Roe; Jarren Komac; Casey Caywood; Amy Steinmetz; Nathan Oakley; Robert C Pfennigs; and Blaine D. Martin

its true and lawful Attorneys-in-Fact, at Princeton, in the State of New Jersey, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety or Co-surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, agreements, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking so made, executed and delivered shall obligate said Company for any portion of the penal sum thereof in excess of the sum of **One Hundred Fifty Million Dollars ($150,000,000.00)**. Such bonds and undertakings for said purposes, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

This appointment is made under and by authority of a certain Resolution adopted at a meeting of the Board of Directors of said Company duly held on the 27th day of August, 1975, a copy of which appears below.

IN WITNESS WHEREOF, the AMERICAN ALTERNATIVE INSURANCE CORPORATION has caused its corporate seal to be hereunto affixed, and these presents to be signed by its duly authorized officers this 9th day of January, 2026.

By: _____
Cathy Smith
President

Attest: _____
Ignacio Rivera
General Counsel & Secretary

STATE OF NEW JERSEY, COUNTY OF MIDDLESEX

The foregoing instrument was acknowledged before me by means of online notarization this 9th day of January, 2026, by Cathy Smith and Ignacio Rivera, who are personally known to me.

Notary Stamp here

BETH COHAN-CHIN
Commission #2209356
Notary Public, State of New Jersey
My Commission Expires February 2, 2028

Beth Cohan-Chin

Beth Cohan-Chin, Notary Public
State of New Jersey
My Commission Expires February 2, 2028

SECRETARY'S CERTIFICATE

The undersigned, Ignacio Rivera, hereby certifies:

1. That the undersigned is Secretary of American Alternative Insurance Corporation, a corporation of the State of Delaware;
2. That the original power of attorney of which the foregoing is a copy was duly executed on behalf of said Corporation on the day of its date, and has not since been revoked, amended or modified; that the undersigned has compared the foregoing copy thereof with said original power of attorney, and that the same is a true and correct copy of said original power of attorney and of the whole thereof;
3. That the original resolution of which the following is a copy was duly adopted at, and recorded in the minutes of, a regular meeting of the Board of Directors of said Corporation duly held on August 4, 1998, and has not since been revoked, amended or modified.

   RESOLVED, that each of the following officers of this Corporation, namely, the President, the Executive Vice President, the Senior Vice Presidents, and the Vice Presidents, be, and they hereby are, authorized, from time to time in their discretion, to appoint such agent or agents or attorney or attorneys-in-fact as deemed by them necessary or desirable for the purpose of carrying on this Corporation's business, and to empower such agent or agents or attorney or attorneys-in-fact to execute and deliver, in this Corporation's name and on its behalf, and under its seal or otherwise, surety bonds, surety undertakings or surety contracts made by this Corporation as surety thereon.

   RESOLVED, that the signature of any authorized officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney and revocation of any power of attorney or certificate of either given for the execution of any surety bond, surety undertaking, or surety contract, such signature and seal, when so used being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed.

   FURTHER RESOLVED, that any prior appointments by the Corporation of MGAs are, in all respects, hereby ratified, confirmed and approved.

   FURTHER RESOLVED, that the Secretary or any Assistant Secretary of this Corporation is hereby authorized to certify and deliver to any person to whom such certification and delivery may be deemed necessary and desirable in the opinion of such Secretary or Assistant Secretary, a true copy of the foregoing resolution.
4. The undersigned has compared the foregoing copies of said original resolutions as so recorded, and they are the same true and correct copies of said original resolutions as so recorded and of the whole thereof.

Witness the hand of the undersigned and the seal of said Corporation this ____ day of _____, ____

AMERICAN ALTERNATIVE INSURANCE CORPORATION

Ignacio Rivera
General Counsel & Secretary

TRS-1001-1

B.O.C.C. Regular **7. b.**

Meeting Date: 05/19/2026

Title: IFB - Public Works, 2026 County Road Crack Seal Project

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

IFB - Public Works, 2026 County Road Crack Seal Project

BACKGROUND:

Public Works is requesting Commissioners' approval to release an Invitation to Bid for the 2026 County Road Crack Sealing Project. Public Works intends to have approximately 21.74 miles of roads receive crack seal. This work is preventative maintenance necessary to extend the service life of paved roads.

Bids will be received until 3:00PM on Monday, June 8th, 2026. All timely
bids will be opened and read aloud at the June 9th, 2026 Commissioners regular board meeting.

RECOMMENDED ACTION:

Approve request and return a copy to Public Works.

Attachments

IFB - 2026 Crack Seal

YELLOWSTONE COUNTY, MONTANA
Invitation For Bid
2026 COUNTY ROAD CRACK SEAL PROJECT

1. Introduction

Notice is hereby given that Yellowstone County is seeking bids from qualified vendors for crack sealing approximately 21.75 miles of County roadway and other associated items. Bids should include the cost of all materials, permits, labor and equipment necessary to complete the project.

2. Bid Submission Requirements

Offerors shall submit a hard copy of the bid form in a sealed envelope. All bids must be labeled **"2026 Crack Seal"**. Bids may either be mailed or physically delivered to the following addresses.

Mail To:
Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:
Yellowstone County BOCC
John V. Ostlund Building, Room 419
2825 3rd Avenue North
Billings, MT 59101

All bids must be received no later than 3:00 PM on Monday, June 8, 2026. Bids received after this deadline will not be considered.

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

Timely bids will be opened and read aloud at 9:00 AM, on Tuesday, June 9, 2026, in Room 309 on the 3rd Floor of the John V. Ostlund Building, 2825 3rd Avenue North, Billings, MT 59101.

3. Timeline & Selection Process

Event	Date/Time
Publication Dates for IFB	Friday, May 22, 2026 Friday, May 29, 2026 Friday, June 5, 2026
Deadline for Bids	3:00 PM on Monday, June 8, 2026
Bid Opening	9:00 AM on Tuesday, June 9, 2026
Notice of Intent to Award Posting	Tuesday, June 16, 2026
Notice of Award	Tuesday, June 23, 2026

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

Bids that do not meet minimum specifications provided will be considered non-responsive.

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

4. Amendments to Solicitation

Any interpretation, correction, or addition of this request will either be published on the County website at https://www.yellowstonecountymt.gov/purchasing/, or provided via email to Contractors who have attended the .

5. Contact Information & Questions

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

6. Miscellaneous

Compliance With Laws

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

registrations are acceptable for the bidding process. No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Heavy Construction 2026. Those directives are as follows:

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

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

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

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

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

Insurance Requirements

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of One Million Dollars ($1,000,000.00) for each claim and Two Million Dollars , ($2,000,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

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

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

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

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 19th day of May 2026.

Board of County Commissioners
Yellowstone County, Montana

_____
Mark Morse

Chair

Attest:

_____
Jeff Martin
Clerk and Recorder

Yellowstone County 2026 County Road Crack Seal Project

Price Sheet (1 of 2)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

Please place bid price sheet(s) in the front or your proposal.

Bidder to perform all of the work described in the Specifications and shown on the Plans for the following amount.

Total Bid: $_____ LUMP SUM

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

PROJECT MUST BE COMPLETED AND

FINAL PROGRESS PAYMENT

MUST BE SUBMITTED BY OCTOBER 23, 2026

Yellowstone County 2026 County Road Crack Seal Project

Price Sheet (2 of 2)

Please include this sheet (these sheets) with your other documents when submitting your proposal.

SIGNATURE OF BIDDER:

If an Individual: _____, doing business

as_____

If a Partnership: _____

by_____, partner

If a Corporation: _____

(a_____ Corporation)

by_____ (SEAL &)

Title_____ (ATTEST)

Business Address and Phone Number of Bidder

_____

The Bidder acknowledges receipt of the following Addenda, which have been considered in preparation of this Bid:

No. _____ Dated _____

No. _____ Dated _____

Submitted this ____ day of _____, 20___.

CHECK LIST

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

1. Read and understand the specifications.
2. Enclosed a ten (10) percent bid bond.
3. Have made yourself familiar with any State or County laws that pertain to the bid.
4. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
5. Addressed and mailed or delivered your bid to be received at the correct address by the time and date indicated in the Invitation to Bid.

Exhibit A - Scope of Work & Specifications
2026 County Road Crack Seal Project

Scope of Work

1) **DESCRIPTION:** This item shall consist of preparing the road surface for and performing crack sealing for the following roads:

Laurel Area

• Clapper Flat Road (from Buffalo Trail Rd to west)	approx. 1.70 miles
• South Park City Road (Shay Rd to Trewin School Rd)	approx. 2.50 miles
• Shay Road (S Park City Rd to W Railroad Rd)	approx. 1.80 miles
• Shannon Road (E Railroad St to Main St)	approx. 1.50 miles
• West Railroad Street (Shay Rd to S 8th Ave)	approx. 1.00 miles
• East Railroad Street (Bernhardt Rd to Shannon Rd)	approx. 1.20 miles

Shepherd Area

• Yeoman Road (12 Mile Rd to Frey Rd)	approx. 3.00 miles
• Kirby Road (Shepherd Rd to Spear Dr)	approx. 1.80 miles
• Scandia Road (12 Mile Rd to Cabin Creek Ranch Rd)	approx. 6.10 miles

Heights Area

• Independent Lane (HWY 87 E to HWY 312)	approx. 0.90 miles
• Grelck Lane (Main Street to Independent Ln)	approx. 0.25 miles
	Total – 21.75 miles

This project shall be bid – Lump Sum

2) **CRACK SEAL GENERAL:** This item shall consist of the cleaning and sealing of cracks before the application of other surfacing (chip seal, micro slurry seal, pavement overlay, etc.).

CRACK SEAL MATERIALS: The crack sealant used must meet or exceed the following specifications:

Crack Sealant

Use sealant meeting the following specifications when sampled and prepared in accordance with ASTM D 3405 specifications, or an approved equal that will produce the desired finished product and meets all of this specifications requirements:

Cone Penetration, 77°F (25°C), dmm (ASTM D3407)	90 max.
Flow, 140°F (60°C), (ASTM D3407)	3 mm max.

Resilience, (ASTM D3407)	60% min.
Bond, 0°(-18°), 100% ext. (ASTM 3407)	Pass 3 cycles
Bond, -20°F (-29°C), 50% ext. (ASTM D3407)	Pass 3 cycles
Recommended Pour Temperature	380°F
Safe Heating Temperature	400°F
Asphalt Compatibility (ASTM D3407)	Pass

Sampling

Testing of material will be at the discretion of the engineer or inspector on the job site. Testing may be completed by an independent certified testing firm. If there is a failure of the installed crack seal, or if the engineer or inspector has concerns of failure of the installed crack seal material, testing will be required and the cost of said testing will be the responsibility of the contractor.

2a) **CONSTRUCTION METHODS:** Traffic can use the road as soon as the crack is filled and covered with blotter sand (or other approved blotter material) and the crack fill material has "cured".

i) **Surface Preparation:** The cleaning and preparation of the road surface required by the specifications shall include the removal of grass and other vegetative matter growing in any cracks in the road surface. Any vegetative material in the roadway area where cracks are to be sealed must be sprayed with appropriate materials with a color dye additive to allow visual observation of the Engineer or other authorized representative of the Owner that said vegetative material has been sprayed.

(1) When blowing the cracks clean, material cannot be blown into the open traffic lanes.
(2) Ensure that both the reservoir and crack are dry and free of dust, dirt and loose materials immediately before applying the sealant.
(3) Use air equipment producing at least 100 CFM and a continuous line pressure of at least 125 PSI. The air must be oil and water free.
(4) The subsequent crack sealing process shall not proceed until a reasonable period of time has passed so as to allow full kill of all said vegetative material. The Contractor shall clean the roads to be crack sealed prior to the crack seal. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

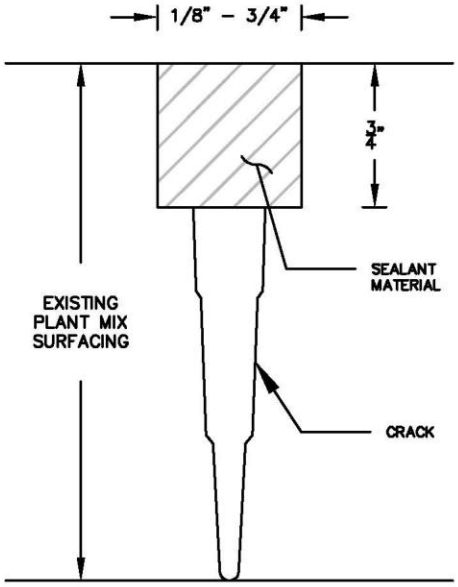
ii) **Sweeping After Crack Sealing:** After a reasonable crack sealing cure time, all roads shall be swept by the Contractor to remove excess blotter sand (or other blotter materials – if used), and any other materials from the surface of the road. No measurement or payment shall be made for this item but it shall be included in the cost of the other bid items.

iii) **Routing:** Routing will be required for cracks of 1/8-inch wide up to 3/4-inch wide. Cracks of width greater than 3/4-inch in width up to 1-1/2-inches in width may be filled without routing (see the attached detail drawing of a typical section).

3) **METHOD OF MEASUREMENT AND BASIS OF PAYMENT:** This item shall be measured and paid for on a lump sum basis for the roads being crack sealed and used in the completed work, at the contract lump sum price bid. The price and payment shall constitute full compensation for all storage, handling, and other charges, materials (including sand, blotter materials, etc.,), tools, equipment, labor, and the performance of all work necessary or incidental to complete this work.

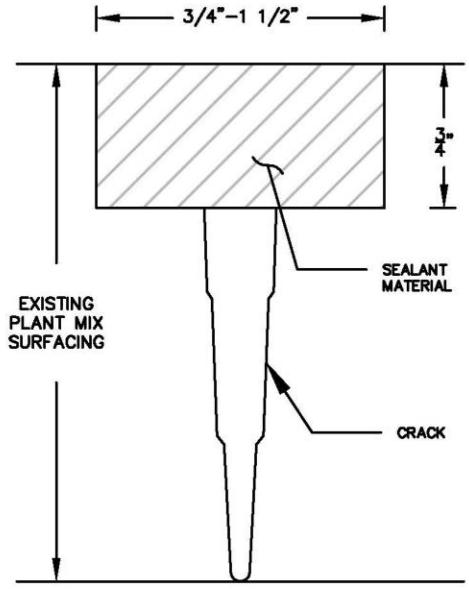
CRACKS 1/8" TO 3/4" WIDE

ROUT 3/4" WIDE X 3/4" DEEP
PRIOR TO APPLYING SEALANT



CRACKS WIDER THAN 3/4" TO 1 1/2" WIDE

NO ROUTING REQUIRED



SCALE		YELLOWSTONE COUNTY	SHEET
NTS	DRAWN BY: DS DESIGNED BY: MB CHECKED BY: MB FILE NAME: PUBLICWORKS--FS/DARIN S/AUTOCAD DWG'S/CRACK SEAL.PDF JUNE - 2011	TITLE: TYPICAL SECTION FOR HOT CRACK SEALING	STANDARD DRAWING 1 OF 1

B.O.C.C. Regular **7. c.**

Meeting Date: 05/19/2026

Title: Public Works, Central Avenue & 48th Street West - Change Order #1

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Public Works, Central Avenue & 48th Street West - Change Order #1 with Knife River

BACKGROUND:

Public Works is requesting Commissioners' approval for a change order for the Central Avenue and 48th Street West Intersection Improvements contract with Knife River - Billings. CO#1 includes a reduction in cost for asphalt pavement as a value engineering item, provides for additional tree removal, costs to address an existing culvert found during construction, additional irrigation work to address items found during construction, and temporary traffic control for the extended construction duration resulting from longer than anticipated private utility relocation work. A subsequent change order will be forthcoming to address the additional days required to extend the contract. The total price for Change Order #1 is $16,509, and extends the total contract value from $1,022,085.00 as awarded to $1,038,594.00. Adequate budget is available in the Public Works CIP fund as the original bid price came in under budgeted amount.

RECOMMENDED ACTION:

Approve the Change Order and return a copy to Public Works.

Attachments

CO#1 - Knife River

WORK CHANGE DIRECTIVE NO. 1

Date of Issuance: 5/14/26 Effective Date: 5/14/26

Project: Central Avenue and 48th Street W Intersection Improvements

Owner: Yellowstone County Contact Info.: Jay Anderson

Contract: Central Ave and 48th St W Intersection Imp. Date of Contract: March 10, 2026

Contractor: Knife River Eng. Project No.: 21001.14

You are directed to proceed promptly with the following change(s):

Item Number	Description
1	Reduction in unit price for Bid Item 212 from $22.50/SY to $21.00/SY (-$13,920)
2	Additional tree removal ($4,250)
3	Flowfill/abandon existing culvert in intersection ($1,197)
4	Flood gate structures and hand formed division box ($13,882)
5	Additional Traffic Control through May ($11,100)

Attachments:

PURPOSE FOR WORK CHANGE DIRECTIVE:

☐ Authorization for Work described herein to proceed on the basis of Cost of the Work due to:

- ☐ Non-agreement on pricing of proposed change.
- ☐ Necessity to expedite Work described herein prior to agreeing to changes on Contract Price and Contract Time.

ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES:

Contract Price $16,509 ● Increase ☐ Decrease

Contract Time ● Increase ☐ Decrease

If the change involves an increase, the estimated amounts are not to be exceeded without further authorization.

Recommended for Approval by Engineer: Seth Neuhoff Digitally signed by Seth Neuhoff DN: C=US, E=sneuhoff@sanbell.com, O=Sanbell, CN=Seth Neuhoff Date: 2026.05.14 16:08:53-06'00' Date: 5/14/26

Authorized for Owner By: Date:

Accepted for Contractor By: Grant Clingingsmith Digitally signed by Grant Clingingsmith Date: 2026.05.14 16:34:37 -06'00' Date: 5/14/26

Approved by Funding Agency: Date:

B.O.C.C. Regular **8. a.**

Meeting Date: 05/19/2026

Title: Ostlund Building Use Policy

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Policy 26-58 - Ostlund Building Use Policy

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Ostlund Building Use Policy

OSTLUND BUILDING USE POLICY

POLICY # 26-58

PURPOSE:

To ensure the security, safety, and hygiene of the John V. Ostlund County Administration Building, (the Building), and to ensure that all County departments housed in the Building remains accessible for its intended purpose: Providing services to the Public.

SCOPE:

This policy applies to all visitors, employees, and members of the public utilizing the Building for its intended use.

PROHIBITED ACTIVITY:

No person shall engage in the following activities in the Building lobby's, office areas, public restrooms, entryways and Building elevators, (the Premises):

1. **Sleeping on chairs, floors or in temporary shelters**. No person shall utilize the premises as a place of habitation including sleeping, laying down or setting up bedding.

2. **Extended occupancy:**

Remaining on the premises for more than 15 minutes without legitimate, active county business.

3. **Storage of personal property:**

Placing, leaving or storing personal items, (backpacks, sleeping bags, suitcases, shopping bags,) unintended or in a manner that obstructs public access anywhere in the Building.

DEFINITIONS:

Premises: Includes all Building office space, lobby's, public restrooms, entryways, and building elevators.

Official Business: Conducting transactions, awaiting services or participating in meetings directly related to the functions of County Government.

Extended Occupancy: Staying within the Building after closing hours or after requested to leave by Administration or staff or staying in the Building continuously during operating hours without conducting official business.

4. Enforcement:

Notice Administration or staff will provide a verbal warning to anyone violating this policy advising them to leave the Building.

Removal: If the violation continues, or if the individual refuses to leave, law enforcement will be notified to enforce Criminal Trespass to Property (MCA 45-6-203) which prohibits remaining unlawfully on the premises.

Property Removal: Items left in violation of this policy will be considered abandoned and removed from the Building accordingly.

Review: This policy will be reviewed by the Building Policy advisory Committee 90 days after its implementation and revised accordingly.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

_____
Mark Morse, Chairman

ATTEST:

_____
Michael J. Waters, Member

_____
Jeff Martin, Clerk and Recorder

_____
Chris White, Member

B.O.C.C. Regular **8. b.**

Meeting Date: 05/19/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Youth Services Center - 3 Appointments; **IT** - 1 Appointment, 1 Salary & Other; **County Attorney** - 1 Termination; **Detention Facility** - 2 Terminations

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS

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Yellowstone County Commissioners
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MAY 12 2026

Hire/Personnel Action Form

Employee Information

Employee
Edward Briggs

Hire Information

Position Details IT Computer Support Specialist (E) (1080)	Hire Req# 202600418	Job Type Full-Time Regular
Person ID 48236103	Job Class IT Computer Support Specialist (E)	Pay Rate $26.35
Department Information Technology	Job Class# 1080	HireDate 5/18/26
Division N/A		

Comments

Replacement hire for opening left by Lloyd Swords. Code to 1000.000.115.410580.111

Approvals

HUMAN RESOURCES	Kevin Gillen	5/12/26 7:57 AM
FINANCE	JENNIFER JONES	5/12/26 8:27 AM

Commissioners Action

	Approve	Disapprove
Chair	MM	____
Member	MKW	____
Member	[illegible]	____

Employer logo

Yellowstone County Commissioners
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Hire/Personnel Action Form

Employee Information

Employee
Frank Gangone III

Hire Information

Position Details Juvenile Care Supervisor (G) (5120)	Hire Req# 202600421	Job Type Full-Time Regular
Person ID 65738682	Job Class Juvenile Care Supervisor (G)	Pay Rate $27.24
Department Youth Service Center	Job Class# 5120	HireDate 5/16/26
Division N/A		

Comments

2399.235.420250.111 100%
Frank will be coming off of overnights to the JCW Supervisor position. His pay currently is $25.28-$.70=$24.58 going up one grade, new wage is $27.24.
He is replacing Randy Spivey.

Approvals

HUMAN RESOURCES	Kevin Gillen	5/11/26 10:45 AM
FINANCE	JENNIFER JONES	5/11/26 10:46 AM

Commissioners Action

	Approve	Disapprove
Chair	MH	
Member	MJW	
Member		

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Hire/Personnel Action Form

Employee Information

Employee
Samantha Finco

Hire Information

Position Details Juvenile Care Worker (F) (5115)	Hire Req# 202600419	Job Type Full-Time Regular
	Job Class	Pay Rate
Person ID 67072198	Juvenile Care Worker (F)	$25.28
	Job Class#	HireDate
Department Youth Service Center	5115	5/18/26
Division N/A		

Comments

2399.000.235.420250.111 100%
Samantha will be starting overnights, and her offer amount reflects that amount.
She will be replacing Martin Webb.

Approvals

HUMAN RESOURCES	Kevin Gillen	5/14/26 11:03 AM
FINANCE	JENNIFER JONES	5/14/26 11:44 AM

Commissioners Action

	Approve	Disapprove
Chair	AM	____
Member	MTW	____
Member	____	____

Yellowstone County Commissioners
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YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

---

Name: Edi Planincic — Effective Date: 5-15-26

Current Title: Deputy County Atty — Gr. I — Salary $ 89,031.25

Title Change: _____ — Gr. ____ — Salary $ _____

Check as Applicable:

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

Funding: 2301 - 122 - 411100 - 111 — Percent ____ New Account ___

_____ - _____ - _____ - _____ — Percent ____ Split Account ___

_____ — 5-11-26

Elected Official/Department Head — Date

Section 2

Human Resources:

Note: _____

Ken Gillen 5-13-26

Director — Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Jen Jones 5.14.26

Director — Date

Commissioner's Action

	Approve	Disapprove
Chair	MH	___
Member	MKW	___
Member		___

revised 02/13

Yellowstone County Commissioners
RECEIVED
MAY 14 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

---

Name: Morgan Mills

Effective Date: 05/25/2026

Current Title: Detention Officer Gr. ____ Salary $ 24.94

Title Change: _____ Gr. ____ Salary $ _____

Check as Applicable:

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

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

Elected Official/Department Head

05/11/2026
Date

Section 2

Human Resources:

Note: _____

Director 5-13-26
Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Director 5.14.26
Date

Commissioner's Action

	Approve	Disapprove
Chair	MM	___
Member		___
Member		___

revised 02/13

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YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

---

Name: Gavin Smith

Effective Date: 05/15/2026

Current Title: Detention Officer

Gr. ____ Salary $ 24.67

Title Change: _____

Gr. ____ Salary $ _____

Check as Applicable:

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

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account ___

_____ - _____ - _____ - _____ Percent ____ Split Account ___

_____ 05/04/2026

Elected Official/Department Head — Date

Section 2

Human Resources:

Note: _____

Ken Gillon 5-8-26

Director — Date

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Jake Jones 5.11.26

Director — Date

Commissioner's Action

	Approve	Disapprove
Chair	MM	___
Member	MTW	___
Member		___

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Yellowstone County Commissioners
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MAY 11 2026

Hire/Personnel Action Form

Employee Information

Employee
Jason Ruff

Hire Information

Position Details Juvenile Care Worker (F) (5115)	Hire Req# 202600419	Job Type Full-Time Regular
Person ID 54872469	Job Class Juvenile Care Worker (F)	Pay Rate $25.28
Department Youth Service Center	Job Class# 5115	HireDate 5/11/26
Division N/A		

Comments

2399.235.420250.111 100%
Jason will be starting overnights, and the offer amount includes the $24.58 wage and $.70 overnight differential.
He is replacing Kenneth Anderson.

Approvals

HUMAN RESOURCES	Kevin Gillen	5/11/26 10:45 AM
FINANCE	JENNIFER JONES	5/11/26 10:46 AM

Commissioners Action

	Approve	Disapprove
Chair	MH	
Member		
Member		

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT
Section 1

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

---

Name: Ken Twichel — Effective Date: 5/16/2026

Current Title: Senior Support Specialist — Gr. G — Salary $ 73278

Title Change: _____ — Gr. ____ — Salary $ _____

Check as Applicable:

Regular Full Time:	X	New Hire:	___
Regular Part Time:	___	Rehire:	___
Temp Full Time:	___		
Temp Part Time:	___	Termination:	___
Seasonal Hire:	___	Promotion:	___
Replaces position Name_____	___	Transfer:	___
New Budgeted Position	___	Demotion:	___
Other: Change Funding	___	Reclassification:	X

Funding: ~~1060 - 608 - 500800 - 111~~ Percent 100 New Account X

_____ - _____ - _____ - _____ Percent ____ Split Account ___

from 1060 to 1000.115.111

Elected Official/Department Head — Date: 5/7/2026

Section 2

Human Resources:

Note: _____

Director — Date: 5-11-26

H.R. Comments:

_____

_____

Date entered in payroll _____

Clerk & Recorder - original
Human Resources – canary
Auditor – pink
Department - goldenrod

Finance:

Note: _____

Director — Date: 5-12-26

Commissioner's Action

	Approve	Disapprove
Chair	MH	___
Member		___
Member		___

revised 02/13

B.O.C.C. Regular
Meeting Date: 05/19/2026
Title: Letters of Support - Majestic Landing
Submitted By: Erika Guy

TOPIC:
Letters of Support - Majestic Landing

BACKGROUND:
See Attached

RECOMMENDED ACTION:
File

Attachments

Letters of Support

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

May 11, 2026

Mr. Jason Hanson
Multi-Family Program Director
Montana Board of Housing
PO Box 200528
Helena MT 59620-2840

RE: Majestic Landing – Billings, MT

Dear Mr. Hanson:

I am writing to express my support for the Majestic Landing project and its application for Low-Income Housing Tax Credits. Montana has one of the nation's highest rates of military service, and our communities have a responsibility to ensure veterans have access to stable housing and supportive resources after their service.

Billings, in particular, continues to face a significant shortage of affordable housing, particularly for veterans. Market data associated with this project has identified the need for at least 359 low-income housing units designated for veterans. Majestic Landing will help address that need by providing 24 dedicated housing units within the community.

Yellowstone County has spent considerable time discussing the growing demand for affordable veteran housing and the challenges veterans often face when transitioning back into civilian life. I have had the opportunity to discuss this concept and potential approaches with CR Builders, and it is encouraging to see the project moving forward in a meaningful way.

Beyond increasing housing availability, this project presents a valuable opportunity to enhance quality of life for veterans in our community through safe and affordable housing. Thank you for your consideration of this important project and the benefits it will bring to Billings and Yellowstone County.

Sincerely,

Chris White, Member
Yellowstone County Board of County Commissioners

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

May 11, 2026

Mr. Jason Hanson
Multi-Family Program Director
Montana Board of Housing
PO Box 200528
Helena MT 59620-2840

RE: Majestic Landing – Billings, MT

Dear Mr. Hanson:

I am pleased to offer this letter of support for the Majestic Landing project as it seeks an allocation of Low-Income Housing Tax Credits. Like many communities, Billings is in dire need of affordable housing targeted to veterans. This project will bring 24 much-needed housing units to this community in an ideal location near the VA.

For some time now, the topic of affordable housing for veterans has been front and center in Yellowstone County. I've discussed this concept and potential options with CR Builders along the way, so it's exciting to see this project taking shape and we're pleased to express our encouragement and full support.

Montana has one of the highest rates of military service in the country. It is incumbent upon our community to make sure the veterans have a reliable resource base once they have reintegrated into civilian life. As indicated in market study data, there is a sizeable demand for at least 359 low-income units dedicated to veterans in Billings. Majestic Landing is a critical resource in addressing this need.

This project represents a unique opportunity to focus on veteran housing and an improved lifestyle. I appreciate your careful consideration of this opportunity.

Sincerely,

Mark Morse, Chair
Yellowstone County Board of County Commissioners

Yellowstone County

COMMISSIONERS
(406) 256-2701

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

May 11, 2026

Mr. Jason Hanson
Multi-Family Program Director
Montana Board of Housing
PO Box 200528
Helena MT 59620-2840

RE: Majestic Landing – Billings, MT

Dear Mr. Hanson:

As an Air Force veteran, I understand firsthand the importance of ensuring that those who have served our country have access to safe, stable, and affordable housing upon returning to civilian life. For that reason, I am proud to offer my strong support for the Majestic Landing project and its request for an allocation of Low-Income Housing Tax Credits.

The need for affordable housing in Billings continues to grow, and the shortage is especially pronounced for veterans. Majestic Landing will provide 24 much-needed housing units dedicated to serving veterans in a location near the VA, providing access to services, employment opportunities, and the broader community.

Over the years, Yellowstone County has devoted significant attention to the issue of veteran housing and the barriers many veterans face after their service. I have appreciated the opportunity to discuss this project and related housing concepts with CR Builders, and it is gratifying to see those efforts culminate in a project with the potential to make a meaningful impact.

This project is an investment in veterans and in the long-term strength of our community. I respectfully encourage favorable consideration of this application and appreciate the opportunity to express my support for Majestic Landing.

Sincerely,

Michael J. Waters, Member
Yellowstone County Board of County Commissioners

B.O.C.C. Regular
Meeting Date: 05/19/2026
Title: Detailed Cash Investment Report April 2026
Submitted By: Teri Reitz, Board Clerk

TOPIC:
Detailed Cash Investment Report - April 2026

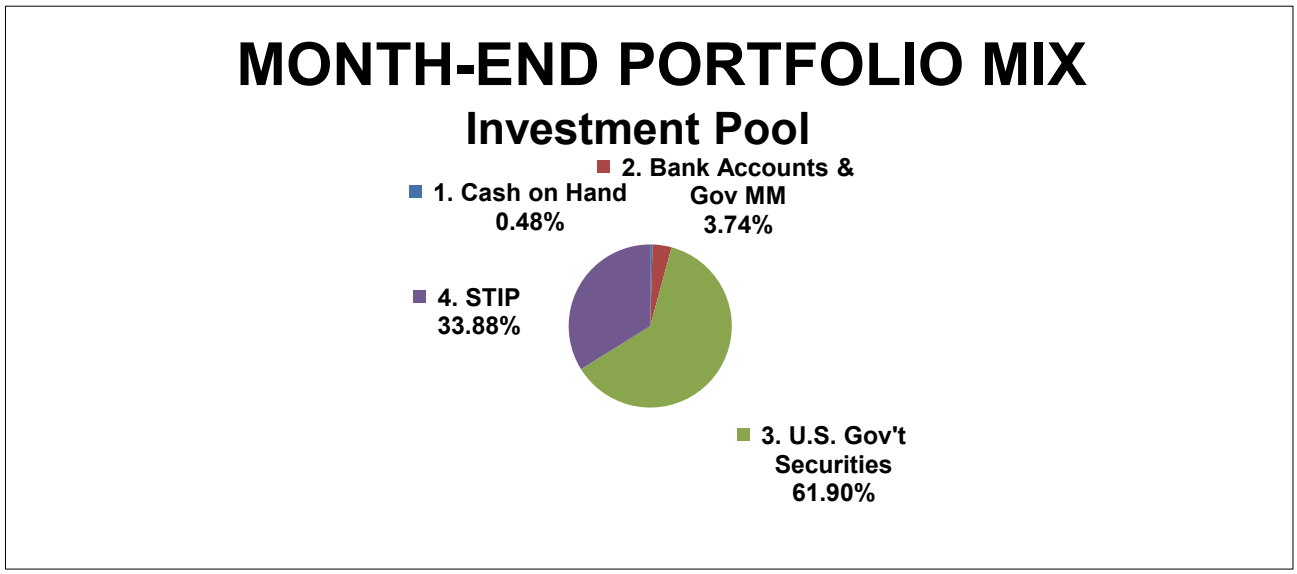
BACKGROUND:
See attached.

RECOMMENDED ACTION:
Place to file.

Attachments

Detailed Cash Investment Report April 2026

YELLOWSTONE COUNTY INVESTMENT POOL
DETAILED CASH INVESTMENT REPORT
April, 2026



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	1,237,055.93	0.48%	N/A
2. Bank Accounts & Gov MM	9,609,472.45	3.74%	Varies
3. U.S. Gov't Securities	158,946,083.91	61.90%	.95 - 5.1%
4. STIP	87,000,000.00	33.88%	3.866%
TOTAL	256,792,612.29	100.00%	

	# OF DAYS	INTEREST EARNED	AVERAGE INVESTABLE CASH	YIELD
July-25	31	1,065,199	349,258,352	3.59%
August-25	31	942,302	320,615,063	3.46%
September-25	30	939,027	303,721,259	3.76%
October-25	31	824,497	262,725,820	3.70%
November-25	30	820,551	281,544,160	3.55%
December-25	31	741,117	339,992,735	2.57%
January-26	31	1,396,422	337,356,387	4.87%
February-26	28	869,616	316,987,437	3.58%
March-26	31	831,263	275,267,951	3.56%
April-26	30	862,621	261,395,846	4.02%
May-26	31	0	0	#DIV/0!
June-26	30	0	0	#DIV/0!
TOTAL Y-T-D	365	9,292,614	254,888,162	**3.65%** **YTD AVE**

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT NARRATIVE
April, 2026

MARKET TREND

A comparison of Treasury yield from prior month and prior year:

	04/30/26	03/31/26	YIELD CHANGE	Last year 4/30/2025
90 day	3.68	3.70	(0.02)	4.31
1 year	3.72	3.68	0.04	3.85
2 year	3.88	3.79	0.09	3.60
3 year	3.91	3.81	0.10	3.58
5 year	4.02	3.92	0.10	3.72

MARKET CONDITIONS

Rates remained relatively unchanged from March 2026.

INVESTMENT ACTIVITY

Three new purchases were made in April due to five called in March.

Respectfully submitted,

Jen Jones
Yellowstone County Finance Director

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
April, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
FHLB	BUCHANAN CAP	05/18/21	5 Yrs	05/18/26	3,000,000.00	0.00	0.00	3,000,000.00	3.000%	100.000000	3.000%	MAY/NOV		1(b)	3130AMAW2
FHLB	D.A. DAVIDSON	05/27/21	5 Yrs	05/27/26	3,000,000.00	0.00	0.00	3,000,000.00	1.750%	100.000000	1.750%	MAY/NOV		2(b)	3130AMG22
FHLB	BUCHANAN CAP	07/15/21	5 Yrs	07/15/26	3,000,000.00	0.00	0.00	3,000,000.00	2.500%	100.000000	2.500%	QTRLY	18,750.04	4(b)	3130AMZS4
FFC	BUCHANAN CAP	09/01/23	3 Yrs	09/01/26	7,000,000.00	(5,326.09)	0.00	6,994,673.91	4.750%	0.999239	4.750%	MAR/SEPT		(f)	3133EPUW3
FFC	D.A. DAVIDSON	10/27/25	1 Yrs	10/27/26	4,000,000.00	0.00	0.00	4,000,000.00	3.500%	1.000000	3.500%	APR/OCT	70,000.00	(f)	3133ETL62
FFC	D.A. DAVIDSON	12/07/23	3 Yrs	12/07/26	5,000,000.00	(1,400.00)	0.00	4,998,600.00	4.385%	0.999720	4.375%	JUNE/DEC		(f)	3133EPK79
FFC	D.A. DAVIDSON	07/23/24	3 Yrs	07/23/27	3,000,000.00	0.00	0.00	3,000,000.00	4.250%	100.000000	4.250%	JAN/JULY		(f)	3133ERMB4
FFC	BUCHANAN CAP	11/15/23	4 Yrs	11/15/27	5,000,000.00	(11,000.00)	0.00	4,989,000.00	4.686%	0.997800	4.625%	MAY/NOV		(f)	3133EPC60
FFC	D.A. DAVIDSON	12/09/25	2 Yrs	12/09/27	3,000,000.00	0.00	0.00	3,000,000.00	3.500%	100.000000	3.500%	JUNE/DEC		(f)	3133ET3G0
FNMA	D.A. DAVIDSON	12/12/23	4 Yrs	12/28/27	6,000,000.00	(395,740.00)	0.00	5,604,260.00	4.550%	0.934043	0.950%	JUNE/DEC		(d)	3135GA7G0
FHLB	D.A. DAVIDSON	04/07/26	2 Yrs	04/07/28	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		30	3130BA6Z5
FFC	D.A. DAVIDSON	04/12/24	4 Yrs	04/12/28	4,000,000.00	(21,680.00)	0.00	3,978,320.00	4.650%	0.994580	4.500%	APR/OCT	90,000.00	(f)	3133ERAX9
FFC	D.A. DAVIDSON	04/14/26	2 Yrs	04/14/28	3,000,000.00	0.00	0.00	3,000,000.00	3.750%	1.000000	3.750%	APR/OCT		(f)	3133EWLH1
FHLMC	BUCHANAN CAP	11/06/25	3 Yrs	11/06/28	3,000,000.00	0.00	0.00	3,000,000.00	3.800%	100.000000	3.800%	MAY/NOV		28	3134HB3W9
FFC	D.A. DAVIDSON	11/13/23	5 Yrs	11/13/28	5,000,000.00	0.00	0.00	5,000,000.00	4.625%	100.000000	4.625%	MAY/NOV		(f)	3133EPC45
FFC	D.A. DAVIDSON	11/24/25	3 Yrs	11/24/28	3,000,000.00	0.00	0.00	3,000,000.00	3.870%	100.000000	3.870%	MAY/NOV		(h)	3133ETZ34
FFC	D.A. DAVIDSON	12/15/23	5 Yrs	12/15/28	3,000,000.00	(4,020.00)	0.00	2,995,980.00	4.275%	0.998660	4.250%	JUNE/DEC		(f)	3133EPN50
FHLB	D.A. DAVIDSON	03/20/26	3 Yrs	03/20/29	4,000,000.00	0.00	0.00	4,000,000.00	3.750%	100.000000	3.750%	MAR/SEPT		12	3130B9WV86
FNMA	D.A. DAVIDSON	04/06/26	3 Yrs	04/06/29	5,000,000.00	0.00	0.00	5,000,000.00	4.350%	100.000000	4.350%	APR/OCT		15	3136GCWN1
FHLB	BUCHANAN CAP	04/30/24	5 Yrs	04/26/29	3,000,000.00	0.00	0.00	3,000,000.00	5.100%	100.000000	5.100%	APR/OCT	76,500.00	(a)	3130B16G7
FFC	BUCHANAN CAP	04/30/24	5 Yrs	04/30/29	3,000,000.00	0.00	0.00	3,000,000.00	4.750%	100.000000	4.750%	APR/OCT	71,250.00	16(f)	3133ERDH1
FNMA	D.A. DAVIDSON	04/07/25	4.5 Yrs	08/22/29	4,000,000.00	(24,000.00)	0.00	3,976,000.00	4.125%	100.000000	4.000%	FEB/AUG		18	3135GAUB5
FFC	D.A. DAVIDSON	08/27/25	4 Yrs	08/27/29	4,000,000.00	0.00	0.00	4,000,000.00	4.000%	100.000000	4.000%	FEB/AUG		22	3133ETVC8
FHLMC	D.A. DAVIDSON	09/06/24	5 Yrs	09/06/29	4,000,000.00	(32,000.00)	0.00	3,968,000.00	4.180%	0.992000	4.000%	MAR/SEPT		7	3134HAJF1
FHLB	D.A. DAVIDSON	09/26/24	5 Yrs	09/12/29	3,000,000.00	0.00	0.00	3,000,000.00	3.750%	100.000000	3.750%	MAR/SEPT		11	3130B2V77
FFC	RBC	09/24/25	4 Yrs	09/24/29	3,000,000.00	0.00	0.00	3,000,000.00	3.900%	100.000000	3.900%	MAR/SEPT		(h)	3133ETYX9
FHLB	D.A. DAVIDSON	09/25/24	5 Yrs	09/25/29	5,000,000.00	0.00	0.00	5,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		12	3130B2T21
FHLB	D.A. DAVIDSON	09/27/24	5 Yrs	09/27/29	6,000,000.00	0.00	0.00	6,000,000.00	3.650%	100.000000	3.650%	MAR/SEPT		13	3130B2U45
FHLB	D.A. DAVIDSON	10/04/24	5 Yrs	10/02/29	3,500,000.00	0.00	0.00	3,500,000.00	4.000%	100.000000	4.000%	APR/OCT	70,018.02	14	3130B32X0
FHLMC	D.A. DAVIDSON	10/03/24	5 Yrs	10/03/29	4,000,000.00	(20,000.00)	0.00	3,980,000.00	4.110%	0.995000	4.000%	APR/OCT	80,000.00	15	3134HAPX5
FHLMC	D.A. DAVIDSON	04/16/25	4.5 Yrs	10/10/29	3,000,000.00	(30,000.00)	0.00	2,970,000.00	4.270%	0.990000	4.030%	APR/OCT	60,450.00	19	3134HAPK3
FNMA	D.A. DAVIDSON	10/15/25	4 Yrs	10/15/29	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT	60,000.00	26	3136GAXC8
FHLB	D.A. DAVIDSON	04/10/25	5 Yrs	04/10/30	4,000,000.00	0.00	0.00	4,000,000.00	4.550%	100.000000	4.550%	APR/OCT	91,000.00	17	3130B5SW9
FFC	RBC	05/06/25	5 Yrs	05/06/30	3,000,000.00	0.00	0.00	3,000,000.00	4.430%	100.000000	4.430%	MAY/NOV		17	3133ETFU6
FNMA	D.A. DAVIDSON	09/18/25	4.75 Yrs	06/18/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	JUNE/DEC		24	3136GAT74
FHLB	D.A. DAVIDSON	07/14/25	5 Yrs	07/11/30	3,500,000.00	0.00	0.00	3,500,000.00	4.200%	100.000000	4.200%	JAN/JULY		14	3130B6Z82
FHLB	D.A. DAVIDSON	09/23/25	5 Yrs	09/11/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	MAR/SEPT		26	3130B7UA0
FNMA	BUCHANAN CAP	09/18/25	5 Yrs	09/18/30	3,000,000.00	0.00	0.00	3,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		25	3136GATA7
FNMA	D.A. DAVIDSON	10/07/25	5 Yrs	10/07/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT	60,000.00	27	3136GAWH8
FHLB	D.A. DAVIDSON	10/07/25	5 Yrs	10/07/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT	60,000.00	26	3130B7ZA5
FHLB	D.A. DAVIDSON	11/05/25	5 Yrs	11/05/30	3,500,000.00	(8,750.00)	0.00	3,491,250.00	3.930%	0.997500	3.875%	MAY/NOV		23	3136GC2Q7
FNMA	D.A. DAVIDSON	01/14/26	5 Yrs	01/14/31	4,000,000.00	0.00	0.00	4,000,000.00	3.875%	100.000000	3.875%	JAN/JULY		29	3136GCEL59
FHLB	D.A. DAVIDSON	02/24/26	5 Yrs	02/24/31	3,000,000.00	0.00	0.00	3,000,000.00	4.050%	100.000000	4.050%	FEB/AUG		8	3130B9HB9
STIP	STATE OF MONTANA		VAR		87,000,000.00			87,000,000.00	3.866%				362,000.35		
GOV MM/ BANK ACCOUNTS			DAILY		9,609,472.45			9,609,472.45	Varies				43,904.15		
													(8,567.85)	Fees-WFB-Curr Mo	
CASH ON HAND					1,237,055.93			1,237,055.93	N/A						
	TOTAL INVESTABLE CASH:				257,346,528.38	(553,916.09)	0.00	256,792,612.29					1,205,304.71	Ties to Treas Report Col O	

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
April, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
															1,205,304.71
							cross foot	256,792,612.29							0.00
								0.00							
							From daily activit	256,792,612.29							
								0.00							
														0.62	158,946,083.91
														0.34	87,000,000.00
Call feature: a) one-time b) quarterly c) monthly d) semi-annual e) annual f) non-callable g) one quarterly call and then continuous h) one annual call and then continuous i) 9 month no call then quarterly j) 1.5 yr no call then quarterly														0.04	10,846,528.38
k) 2 year no call then continuous														1.00	256,792,612.29

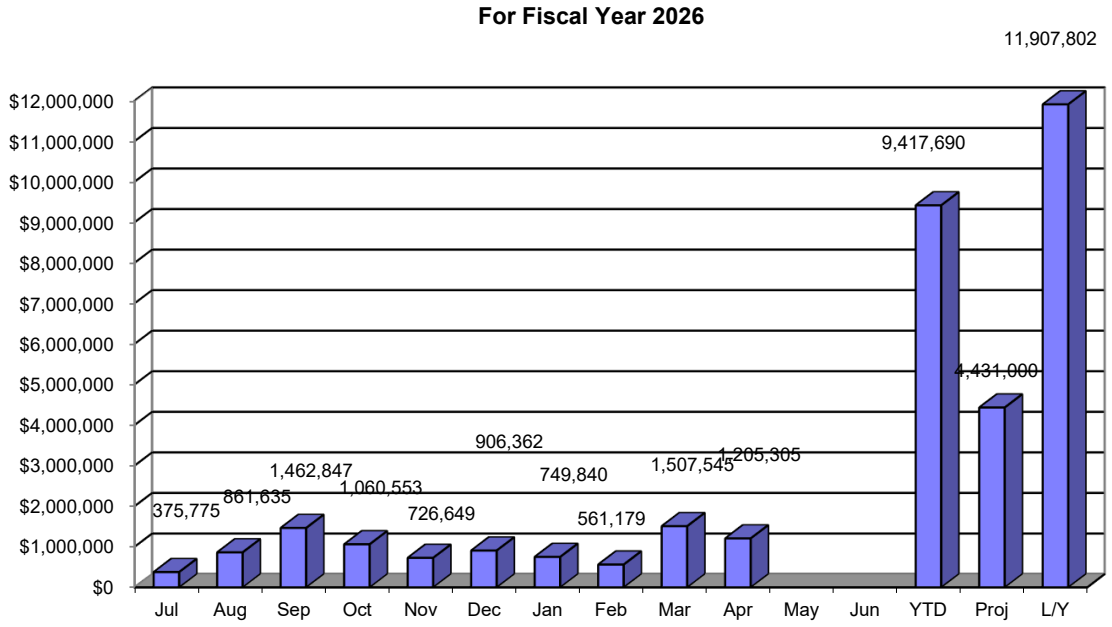
Note 1 - STEP at .625% until 5/18/23, .75% to 11/18/23, 1.00% to 5/18/24, 1.25% to 11/18/24, 1.50% to 5/18/25, 2.00% to 11/18/25, 3.00% to 5/18/26 YTM 1.189%
Note 2 - STEP at .50% until 11/27/21, .60% to 5/27/22, .70% to 11/27/22, .80% to 5/27/23, .90% to 11/27/23, 1.00% to 5/27/24, 1.25% to 11/27/24, 1.50% to 5/27/25, 1.75% to 11/27/25, 2.00% to 5/27/26 YTM 1.093%
Note 4 - STEP at .50% until 10/15/21, increasing by 5 bp each quarter until 4/15/24, then going to 1.125 to 7/15/24, 1.25% to 10/15/24, to 1.375% to 1/15/24-increasing by .125% until 10/15/25, to 2.00% until 1/15/26, 2.50% to 4/15/26 and 3.00 to 7/15/26 YTM 1.20%
Note 7 - No call until 3/6/25, then quarterly thereafter until maturity.
Note 8 -No call 6 months, then continuous.
Note 11 - one-time call only on 3/12/27.
Note 12 - No call 2 years, then quarterly.
Note 13 - one-time call only on 9/27/27.
Note 14 - No call 6 months, then quarterly.
Note 15 - No call 3 months, then quarterly.
Note 16 - this was purchased at a slight premium of $8,970.00. To follow both conservatism and materiality under GAAP, the County has chosen to recognize the entire premium in this first interest payment, and set the yield to the coupon rate.
Note 17 -No call 1 year, then continuous.
Note 18- No call 4 months, then quarterly
Note 19- No call 1 year, then quarterly
Note 21- continuous call
Note 22- No call 2 years, then anytime.
Note 23- No call 6 months, then semi-annually
Note 24- No call 9 months, then annual
Note 25- One-time call 9.18.26
Note 26- No call 1 year, then annual
Note 27- No call 1 year, then 10/7/26 and 10/27/27 only
Note 28- One-time call 8.6.26
Note 29- No call 2 years, then semi-annually
Note 30- No call 9 months, then quarterly

Note on Agencies purchased at a discount.
Yellowstone County maintains the practice of utilizing an effective rate on these types of purchases that excludes the discount amount paid at maturity. This is due to materiality and a more accurate recognition of accrued interest in periods before maturity date. The only exception to this practice will be for the FNMA due 12/28/27, which includes a material discount of $791,340 at the time of purchase. This balance will be captured in proportionate share every 6 months to match interest payments, until maturity. This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

YELLOWSTONE COUNTY INVESTMENT POOL

April, 2026

INTEREST COLLECTIONS

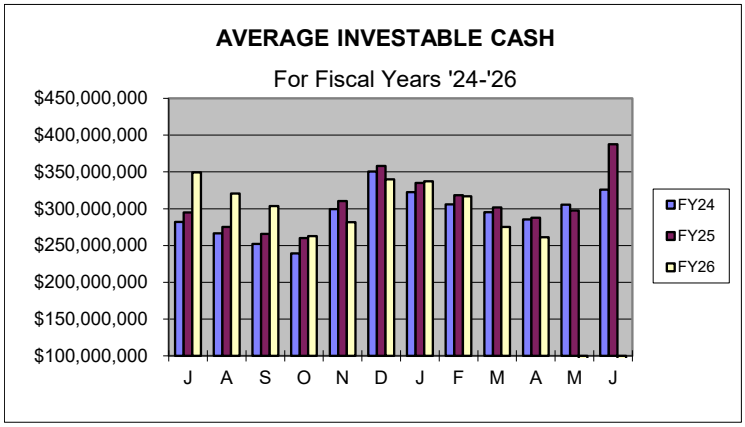


Jul	375,774.83
Aug	861,634.64
Sep	1,462,847.27
Oct	1,060,552.50
Nov	726,649.46
Dec	906,361.88
Jan	749,839.78
Feb	561,179.43
Mar	1,507,545.00
Apr	1,205,304.71
May	
Jun	
YTD	9,417,689.50
Proj	4,431,000
L/Y	11,907,802

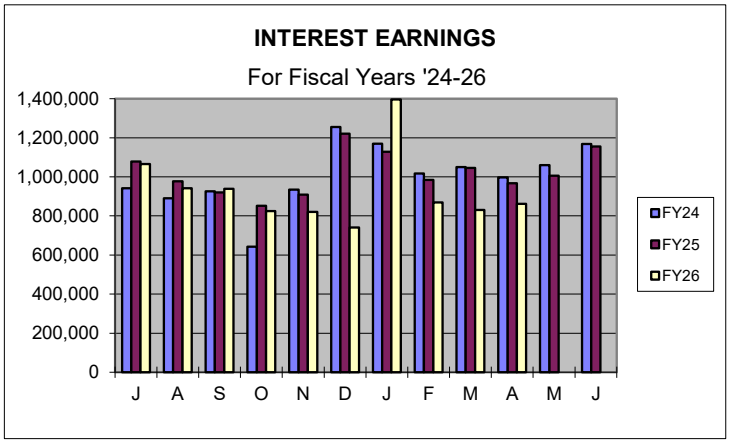
YELLOWSTONE COUNTY INVESTMENT POOL
INTEREST EARNINGS COMPUTATION (3 YR REVIEW)
April, 2026

MO	YR	Days in Month	ACCR INT Beg of Month	ACCR INT End of Month	CHANGE	INTEREST COLLECTED	INTEREST EARNED	DAILY CASH BALANCE	AVE RATE OF RETURN
7	23	31	805,282	1,532,061	726,779	214,248	941,027	281,913,169	3.93%
8	23	31	1,532,061	1,344,608	(187,453)	1,077,818	890,365	266,625,901	3.93%
9	23	30	1,344,608	1,380,522	35,914	890,673	926,587	252,288,462	4.47%
10	23	31	1,380,522	1,435,671	55,149	586,797	641,946	239,467,106	3.16%
11	23	30	1,435,671	1,959,761	524,090	410,594	934,684	299,482,374	3.80%
12	23	31	1,959,761	2,103,465	143,704	1,111,911	1,255,615	350,553,325	4.22%
1	24	31	2,103,465	2,406,668	303,203	866,905	1,170,108	322,399,420	4.27%
2	24	29	2,406,668	2,173,492	(233,176)	1,250,497	1,017,321	305,883,826	4.19%
3	24	31	2,173,492	1,954,243	(219,249)	1,269,440	1,050,191	295,362,747	4.19%
4	24	30	1,954,243	2,064,982	110,739	886,080	996,819	285,536,194	4.25%
5	24	31	2,064,982	2,112,045	47,063	1,012,620	1,059,683	305,671,912	4.08%
6	24	30	2,112,045	1,451,792	(660,253)	1,828,756	1,168,503	325,892,052	4.36%
FY24		**366**				11,406,339	12,052,849	294,256,374	4.10%
7	24	**31**	1,451,792	2,178,906	727,114	351,878	1,078,992	294,837,015	4.31%
8	24	**31**	2,178,906	2,485,825	306,919	670,249	977,168	275,119,850	4.18%
9	24	**30**	2,485,825	1,959,347	(526,478)	1,446,682	920,204	265,892,311	4.21%
10	24	**31**	1,959,347	1,627,201	(332,146)	1,183,471	851,325	260,017,454	3.85%
11	24	**30**	1,627,201	1,853,966	226,765	681,797	908,562	310,527,407	3.56%
12	24	**31**	1,853,966	2,300,683	446,717	774,652	1,221,369	358,211,822	4.01%
1	25	**31**	2,300,683	2,515,616	214,933	913,590	1,128,523	334,924,682	3.97%
2	25	**28**	2,515,616	2,538,941	23,325	961,242	984,567	318,405,255	4.03%
3	25	**31**	2,538,941	2,014,020	(524,921)	1,570,798	1,045,877	301,894,966	4.08%
4	25	**30**	2,014,020	1,743,798	(270,222)	1,237,037	966,815	287,785,926	4.09%
5	25	**31**	1,743,798	1,868,899	125,101	881,308	1,006,409	297,512,425	3.98%
6	25	**30**	1,868,899	1,789,617	(79,282)	1,235,098	1,155,816	387,767,863	3.63%
FY25		**365**				11,907,802	12,245,627	307,741,415	3.98%
7	25	31	1,789,617	2,479,041	689,424	375,775	1,065,199	349,258,352	3.59%
8	25	31	2,479,041	2,559,708	80,667	861,635	942,302	320,615,063	3.46%
9	25	30	2,559,708	2,035,888	(523,820)	1,462,847	939,027	303,721,259	3.76%
10	25	31	2,035,888	1,799,832	(236,056)	1,060,553	824,497	262,725,820	3.70%
11	25	30	1,799,832	1,893,434	93,602	726,949	820,551	281,544,160	3.55%
12	25	31	1,893,434	1,728,189	(165,245)	906,362	741,117	339,992,735	2.57%
1	26	31	1,728,189	2,374,771	646,582	749,840	1,396,422	337,356,387	4.87%
2	26	28	2,374,771	2,683,208	308,437	561,179	869,616	316,987,437	3.58%
3	26	31	2,683,208	2,006,926	(676,282)	1,507,545	831,263	275,267,951	3.56%
4	26	30	2,006,926	1,664,243	(342,683)	1,205,305	862,621	261,395,846	4.02%
5	26	31	1,664,243		(1,664,243)		(1,664,243)		#DIV/0!
6	26	30	0		0		0		#DIV/0!
FY26		**365**				9,417,989	7,628,372	304,886,501	2.50%

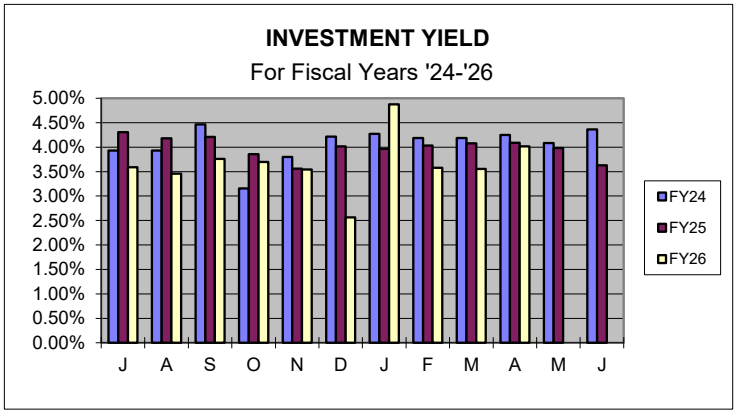
YELLOWSTONE COUNTY INVESTMENT POOL
COMPARISON GRAPHS (3 YR REVIEW)
April, 2026



	FY24	FY25	FY26
J	281,913,169	294,837,015	349,258,352
A	266,625,901	275,119,850	320,615,063
S	252,288,462	265,892,311	303,721,259
O	239,467,106	260,017,454	262,725,820
N	299,482,374	310,527,407	281,544,160
D	350,553,325	358,211,822	339,992,735
J	322,399,420	334,924,682	337,356,387
F	305,883,826	318,405,255	316,987,437
M	295,362,747	301,894,966	275,267,951
A	285,536,194	287,785,926	261,395,846
M	305,671,912	297,512,425	0
J	325,892,052	387,767,863	0



	FY24	FY25	FY26
J	941,027	1,078,992	1,065,199
A	890,365	977,168	942,302
S	926,587	920,204	939,027
O	641,946	851,325	824,497
N	934,684	908,562	820,551
D	1,255,615	1,221,369	741,117
J	1,170,108	1,128,523	1,396,422
F	1,017,321	984,567	869,616
M	1,050,191	1,045,877	831,263
A	996,819	966,815	862,621
M	1,059,683	1,006,409	0
J	1,168,503	1,155,816	0
	12,052,849	12,245,627	9,292,615



	FY24	FY25	FY26
J	3.93%	4.31%	3.59%
A	3.93%	4.18%	3.46%
S	4.47%	4.21%	3.76%
O	3.16%	3.85%	3.70%
N	3.80%	3.56%	3.55%
D	4.22%	4.01%	2.57%
J	4.27%	3.97%	4.87%
F	4.19%	4.03%	3.58%
M	4.19%	4.08%	3.56%
A	4.25%	4.09%	4.02%
M	4.08%	3.98%	#DIV/0!
J	4.36%	3.63%	#DIV/0!

YELLOWSTONE COUNTY INVESTMENT POOL

STIP INVESTMENTS & SD7 Segregated Bond Proceeds Account

April, 2026

Date	Activity POOL	Activity SD7-Laurel ELEM	Activity	Activity	Activity	Activity	Balance POOL	NOTE 1 Fund 7775 Seg Acct-Non STIP SD7-Laurel ELEM					Combined Investment Value	Daily Net Yield	Interest POOL	Interest SD7					TOTAL INTEREST EARNED
Beg Bal							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00								
1							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00	3.8490709	11,599.94		0.00	0.00	0.00	0.00	11,599.94
2							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00	3.8567992	11,623.23		0.00	0.00	0.00	0.00	11,623.23
3							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00	3.8101873	11,482.76		0.00	0.00	0.00	0.00	11,482.76
4							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00	3.8101873	11,482.76		0.00	0.00	0.00	0.00	11,482.76
5							110,000,000.00	0.00	0.00	0.00	0.00	0.00	110,000,000.00	3.8101873	11,482.76		0.00	0.00	0.00	0.00	11,482.76
6	(5,000,000.00)						105,000,000.00	0.00	0.00	0.00	0.00	0.00	105,000,000.00	3.8688000	11,129.42		0.00	0.00	0.00	0.00	11,129.42
7	(4,000,000.00)						101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.9974850	11,061.53		0.00	0.00	0.00	0.00	11,061.53
8							101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.8592076	10,678.90		0.00	0.00	0.00	0.00	10,678.90
9							101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.8619311	10,686.44		0.00	0.00	0.00	0.00	10,686.44
10							101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.8361345	10,615.06		0.00	0.00	0.00	0.00	10,615.06
11							101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.8361345	10,615.06		0.00	0.00	0.00	0.00	10,615.06
12							101,000,000.00	0.00	0.00	0.00	0.00	0.00	101,000,000.00	3.8361345	10,615.06		0.00	0.00	0.00	0.00	10,615.06
13	(5,000,000.00)						96,000,000.00	0.00	0.00	0.00	0.00	0.00	96,000,000.00	3.8558167	10,141.33		0.00	0.00	0.00	0.00	10,141.33
14	(5,000,000.00)						91,000,000.00	0.00	0.00	0.00	0.00	0.00	91,000,000.00	3.9279901	9,793.07		0.00	0.00	0.00	0.00	9,793.07
15							91,000,000.00	0.00	0.00	0.00	0.00	0.00	91,000,000.00	3.8625218	9,629.85		0.00	0.00	0.00	0.00	9,629.85
16							91,000,000.00	0.00	0.00	0.00	0.00	0.00	91,000,000.00	3.8876798	9,692.57		0.00	0.00	0.00	0.00	9,692.57
17	(6,000,000.00)						85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8597710	8,988.51		0.00	0.00	0.00	0.00	8,988.51
18							85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8597710	8,988.51		0.00	0.00	0.00	0.00	8,988.51
19							85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8597710	8,988.51		0.00	0.00	0.00	0.00	8,988.51
20							85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8540871	8,975.27		0.00	0.00	0.00	0.00	8,975.27
21							85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8960369	9,072.96		0.00	0.00	0.00	0.00	9,072.96
22							85,000,000.00	0.00	0.00	0.00	0.00	0.00	85,000,000.00	3.8690150	9,010.03		0.00	0.00	0.00	0.00	9,010.03
23	(5,000,000.00)						80,000,000.00	0.00	0.00	0.00	0.00	0.00	80,000,000.00	3.8923615	8,531.20		0.00	0.00	0.00	0.00	8,531.20
24	7,000,000.00						87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8376406	9,147.25		0.00	0.00	0.00	0.00	9,147.25
25							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8376406	9,147.25		0.00	0.00	0.00	0.00	9,147.25
26							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8376406	9,147.25		0.00	0.00	0.00	0.00	9,147.25
27							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8746741	9,235.52		0.00	0.00	0.00	0.00	9,235.52
28							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.9402766	9,391.89		0.00	0.00	0.00	0.00	9,391.89
29							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.9014849	9,299.43		0.00	0.00	0.00	0.00	9,299.43
30							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8837041	9,257.05		0.00	0.00	0.00	0.00	9,257.05
31							87,000,000.00	0.00	0.00	0.00	0.00	0.00	87,000,000.00		0.00		0.00	0.00	0.00	0.00	0.00
	(23,000,000.00)	0.00	0.00	0.00	0.00	0.00	87,000,000.00	0.00	0.00	0.00	0.00		87,000,000.00		299,510.38	0.00	0.00	0.00	0.00	0.00	299,510.38
						(23,000,000.00)	94,806,451.61	NOTE 1													
						110,000,000.00									100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%
Pooled Interest Activity						87,000,000.00															

Accrued total for month

299,586.83	INTEREST ACCRUED @ EOM	299,586.83	0.00	0.00	0.00	0.00	0.00	299,586.83	Actual-rounding
(362,000.35)	INTEREST RECEIPTED CURR MONTH	362,000.35	0.00	0.00	0.00	0.00	0.00	362,000.35	Actually received
362,000.35	INTEREST ACCRUED @ PRIOR EOM								
299,586.83	INTEREST EARNED THROUGH EOM-NOT COLLECTED (POOLED ONLY)								

NOTE: Yield for STIP for Feb 2026 - 3.917%
NOTE: Yield for STIP for Mar 2026 - 3.855%
NOTE: Yield for STIP for Apr 2026 - 3.866%

NOTE: Yield for STIP for FY23 - 3.712%
NOTE: Yield for STIP for FY24 - 5.386%
NOTE: Yield for STIP for FY25 - 4.715%

YELLOWSTONE COUNTY
NONPOOLED (SEPARATE) INVESTMENTS - SD#2 (DEBT SERVICE SINKING FUND & RESERVED)
April, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
RESERVED FOR DEBT SERVICE SINKING FUND														
CDARS	WSB-HS QSCB Series 2010	06/12/25	1 yr	06/11/26	6,630,864.86	0.00	0.00	6,630,864.86	3.000%	100.000000	3.000%	ANNUAL		**High**
CDARS	WSB-El QSCB Series 2010A	06/12/25	1 yr	06/11/26	2,116,977.96	0.00	0.00	2,116,977.96	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-ElQZAB Series 2010B	06/12/25	1 yr	06/11/26	1,749,568.56	0.00	0.00	1,749,568.56	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-HS QECB Series 2012	06/12/25	1 yr	06/11/26	2,456,394.26	0.00	0.00	2,456,394.26	3.000%	100.000000	3.000%	ANNUAL		**High**
CDARS	WSB-QZAB Series 2012A	06/12/25	1 yr	06/11/26	2,950,272.48	0.00	0.00	2,950,272.48	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-QECB Series 2012C	06/12/25	1 yr	06/11/26	2,959,046.61	0.00	0.00	2,959,046.61	3.000%	100.000000	3.000%	ANNUAL		Elem
SUBTOTAL - SEPARATE INVESTMENTS -DEBT SERVICE					**18,863,124.73**	**0.00**	**0.00**	**18,863,124.73**						
BOND SALE PROCEEDS														
												Daily		
					0.00	**0.00**	**0.00**	**0.00**						
		TOTAL INVESTABLE CASH:			**18,863,124.73**	**0.00**	**0.00**	**18,863,124.73**						
								18,863,124.73	cross foot					
								0.00						
								18,863,124.73	Daily Activity					
								0.00						
								9,775,865.61	Elem					
								9,087,259.12	HS					
Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank								18,863,124.73	Total					

YELLOWSTONE COUNTY
NONPOOLED (SEPARATE) INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND & RESERVED)
April, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	AMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes
INVESTMENTS - SD#24 (RESERVED)														
					0.00	**0.00**	**0.00**	**0.00**						
INVESTMENTS - SD#24 (DEBT SERVICE SINKING FUND)														
CDARS	WESTERN SEC. BANK	06/12/25	1 year	06/11/26	9,174,201.68	0.00	0.00	9,174,201.68	3.000%	100.000000	3.000%	ANNUAL		(1)
	SUBTOTAL - SEPARATE INVESTMENTS				**9,174,201.68**	**0.00**	**0.00**	**9,174,201.68**						
	TOTAL INVESTABLE CASH:				**9,174,201.68**	**0.00**	**0.00**	**9,174,201.68**						
								9,174,201.68	cross foot					
								0.00						
								9,174,201.68	Daily Activity					
								0.00						

Note1: Sinking fund for debt service. Bank combined two investments now that both termed in 2020, and were re-invested for 1 yr going forward.

Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank