

MEMORANDUM OF UNDERSTANDING (MOU)

Worden-Ballantine Yellowstone County Water and Sewer District Phase 2 & 3 Water Improvements Project Yellowstone County

This **AGREEMENT**, made and entered into this Tuesday of June 9, 2026, by and between **YELLOWSTONE COUNTY**, its agents, and the Board of County Commissioners, hereinafter referred to as “**COUNTY**”, and the **WORDEN-BALLANTINE YELLOWSTONE COUNTY WATER AND SEWER DISTRICT**, hereinafter referred to as “**WBYCWSD**,” to make street improvements to Clark Avenue in Worden, Montana as part of the Worden-Ballantine Phase 2 & 3 Water System Improvements Project, based on commonly known proposed scope of work as of June 4, 2026 as follows:

SCOPE OF WORK

The proposed scope of work for this project is to provide asphalt concrete pavement restoration for the remaining portions of the east half of 2nd Street between Lewis Avenue and Clark Avenue, as well as the south half of Clark Avenue between 2nd Street and 1st Street that were not previously disturbed, restored, or otherwise included as part of the original Phases 2 & 3 Water System Improvements contract work.

The original Phase 2 & 3 contract scope between Western Municipal Construction and WBYCWSD includes pavement restoration for the west half of 2nd Street between Lewis Avenue and Clark Avenue and the north half of Clark between 2nd Street and 1st Avenue. Such work, including any pavement restoration incidental to the water line replacement project, shall remain the responsibility of the original Phases 2 & 3 project and is not included in the County’s cost participation under this agreement.

The pavement restoration shall generally consist of three-inch thick asphalt concrete overlay, or as otherwise required by the County.

WHEREAS, the original contract includes pavement restoration for the east half of the 2nd Street between Lewis Avenue and Clark Avenue and the south half of Clark Avenue between 2nd Street and 1st Street, as well as any areas disturbed by, required for, incidental to, or otherwise associated with the water line replacement project; and

WHEREAS, certain remaining portions of the east half of 2nd Street between Lewis Avenue and Clark Avenue and Clark Avenue between 2nd Street and 1st Street are outside the original contract scope and are not incidental to the water line replacement project; and

WHEREAS, the County agrees to participate only in the cost of pavement restoration for those remaining half roadway areas that are outside the original contract scope and unrelated to the water line replacement project; and

WHEREAS, the pavement restoration of these remaining areas will benefit the County, residents, adjacent property owners, and the traveling public in the area;

WHEREAS, **WBYCWSD** agrees to participate in a cost contribution for all asphalt restoration costs included as a result of the Phase 2 & 3 Water System Improvements Project.

WHEREAS, **COUNTY** agrees to participate by contributing not to exceed \$55,000 toward the actual costs incurred for work at locations along the eastern half of 2nd Street and southern half of Clark that were not included as part or incidental of the Phase 2 & 3 Water System Improvements Project.

TERM AND TERMINATION OF AGREEMENT: This Agreement shall remain in effect until completion of the pavement restoration work described herein and payment of all approved costs, unless earlier terminated by the County upon thirty (30) days' written notice to WBYCWSD. In no event shall this Agreement remain in effect beyond June 30, 2027, unless extended by written amendment executed by both parties.

YELLOWSTONE COUNTY, MONTANA – BOARD OF COUNTY COMMISSIONERS

By _____
Mark Morse
Chair, Board of County Commissioners


Witness: _____
Jeff Martin, Clerk and Recorder

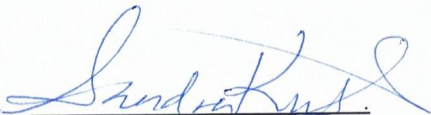
By _____
Michael J. Waters
Member, Board of County Commissioners

By _____
Chris White
Member, Board of County Commissioners

WORDEN-BALLANTINE YELLOWSTONE COUNTY WATER AND SEWER DISTRICT (WBYCWSD)

(Seal and Attest)

By  _____
Judy Becker, President

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Sandy Kust, Administrator