

OFFICIAL AGENDA
THURSDAY June 18, 2026
Meeting Start Time:10:00 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

10:00 a.m. BID OPENING

- a. Bid Opening for 2026 Dust Suppressant Transport and Distribution on Various Gravel Roads in Yellowstone County
- b. Open and Acknowledge RFQ for Yellowstone County Detention Inmate Services

10:00 a.m. PUBLIC HEARING

- a. Resolution 26-70 to Dissolve RSID 919M - Platinum Commerical Park Subdivision - Community Septic System
- b. Resolution 26-71 to Expand RSID 864M - Creekside Subdivison - Road Maintenance

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. COMMISSIONERS

Resolution 26-69 Changing the Start Time of the Thursday, June 25, 2026, Discussion from 9:00 a.m. to 7:30 a.m.

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

Board Reappointment - Brian Mchugh to Allies in Aging

2. COUNTY ATTORNEY

Ivy Correctional Medicine PSA

3. EMERGENCY AND GENERAL SERVICES

DNRC County Cooperative Fire Control Agreement

4. FINANCE

- a. USI Consulting Group, Inc (formerly Hildi Inc) Actuarial Consulting Contract.
- b. ARPA Minimum Allocation Grant (MAG) - Draw Request #9 & 10
- c. Revised Interagency Agreement between the Office of the Court Administrator and Yellowstone County for Court Security.
- d. Request to Expend - Sprinkler Valve Replacement (Courthouse)
- e. Request to Expend - Courthouse Sprinkler Flushing
- f. Bridgemont Health & Wellness is Requesting \$75,000 of Public Safety-Mental Health Mill Levy Funds

5. PUBLIC WORKS

Notice of Intent to Award - Hardrives Construction, 2026 County Crack Seal Project

6. HUMAN RESOURCES

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment

FILE ITEMS

1. AUDITOR

Payroll Audit May 16 - May 31, 2026

2. COMMISSIONERS

Board Minutes - DUI Task Force May 2026

3. FINANCE

Detailed Cash Investment Report May 2026

4. HUMAN RESOURCES

May 16 - May 31 Payroll Audit

5. PUBLIC WORKS

- a. Contract with Jim Rooney Excavating Inc.
- b. Contract with Hardrives Construction, Inc.

6. SUPERINTENDENT OF SCHOOLS

- a. Huntley Project School District Budget Amendment Resolution
- b. Billings School District #2 Budget Amendment Proclamations

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

a.

Meeting Date: 06/18/2026

Title: 2026 Dust Suppressant on Various Roads

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Bid Opening for 2026 Dust Suppressant Transport and Distribution on Various Gravel Roads in Yellowstone County

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

b.

Meeting Date: 06/18/2026

Title: RFQ for YCDF Inmate Services

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Open and Acknowledge RFQ for Yellowstone County Detention Inmate Services

BACKGROUND:

N/A

RECOMMENDED ACTION:

Refer to staff.

B.O.C.C. Regular

a.

Meeting Date: 06/18/2026

Title: Public Hearing on RSID 919M Dissolution

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 26-70 to Dissolve RSID 919M - Platinum Commerical Park Subdivision - Community Septic System

BACKGROUND:

See attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

26-70 RSID 919M Dissolution

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26 - 70

Resolution to Dissolve Yellowstone County Rural Special Improvement District No. 919M

WHEREAS, pursuant to Sections 7-12-2124 of the Montana Code Annotated, a board of county commissioners has the authority to dissolve a rural special improvement district. To dissolve a district a board of county commissioners passes a resolution of intent to dissolve the district, sets a public hearing on the dissolution, mails notice of the public hearing to the landowners in the district, publishes notice of the public hearing, receives protests on the dissolution, receives comments on the dissolution, holds a public hearing, considers the protests and comments and passes a resolution to dissolve the district. A board of county commissioners can only dissolve a district if it would be in the best interest of the public, the district can pay its debts and enough landowners have not protested the dissolution.

WHEREAS, the Yellowstone County Board of County Commissioners created Yellowstone County Rural Special Improvement District No. 919M to maintain a community septic system for Platinum Commercial Park Subdivision. The developer of the Subdivision decided a homeowners association should maintain the system. The Board agreed with the developer.

WHEREAS, on May 12, 2026, the Yellowstone County Board of County Commissioners passed a resolution of intent to dissolve Yellowstone County Rural Special Improvement District No. 919M and set a public hearing on the dissolution for June 18, 2026. On May 15, 2026 and May 22, 2026, the Yellowstone County Clerk and Recorder published notice of the public hearing. On May 15, 2026, the Clerk and Recorder mailed notice of the public hearing to the landowners in the District. On June 18, 2026, the Board held a public hearing on the dissolution. The Board determined it would be in the best interest of the public to dissolve the District. The developer of the Subdivision decided a homeowners association should maintain the system. The Board agreed with the developer. Not enough landowners protested the dissolution of the District. The District did not have any debt.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners dissolves Yellowstone County Rural Special Improvement District No. 919M. The District is not needed to maintain the community septic system in Platinum Commercial Park Subdivision. The Board orders the Yellowstone County Clerk and Recorder to mail notice of the resolution to the landowners in the District. No assessments have been made for the District. There are no assessments to refund. The District has not incurred any debt. There are no debts to be paid.

Passed and Adopted on the 18th day of June 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J. Watters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

b.

Meeting Date: 06/18/2026

Title: Public Hearing on RSID 864M Expansion

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 26-71 to Expand RSID 864M - Creekside Subdivison - Road Maintenance

BACKGROUND:

See attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

26-71 864M Expansion

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26- 71

Resolution to Expand Yellowstone County Rural Special Improvement District No. 864M

WHEREAS, pursuant to Sections 7-12-2161(4) of the Montana Code Annotated, a board of county commissioners has the authority to expand a rural special improvement district to maintain public improvements such as roads, dry hydrants and parks. To expand a district a board of county commissioners passes a resolution of intent to expand the district, sets a public hearing on the expansion, mails notice of the public hearing to the landowners in the district, publishes notice of the public hearing, receives protests on the expansion, receives comments on the expansion, holds a public hearing, considers the protests and comments and passes a resolution to expand the district. A board of county commissioners can only expand a district if it would be in the best interest of the public, the district can pay its debts and enough landowners have not protested the expansion.

WHEREAS, on May 12, 2026, the Yellowstone County Board of County Commissioners passed a resolution of intent to expand Yellowstone County Rural Special Improvement District No. 864M and set a public hearing on the expansion for June 18, 2025. On May 15, 2026, and May 22, 2026, the Yellowstone County Clerk and Recorder published notice of the public hearing. On May 15, 2026, the Clerk and Recorder mailed notice of the public hearing to the landowners in the District. On June 18, 2026, the Board held a public hearing on the expansion. The Board determined it would be in the best interest of the public to expand the District. Parcels that receive benefit from the maintenance of roads within Rural Special Improvement District No. 864M are not currently included within the District. Not enough landowners protested the expansion of the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners expands Rural Special Improvement District No. 864M to maintain Creek Crossing Road. The Yellowstone County Public Works Department and the Yellowstone County Finance Department shall make the necessary adjustment to the District to recognize the expansion. The assessment for the expansion of the District will begin to appear on the 2026 tax statement for the landowners.

Passed and Adopted on the 18th day of June 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Res to Change the Start Time of the 6-25-26 Discussion

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Resolution 26-69 Changing the Start Time of the Thursday, June 25, 2026, Discussion from 9:00 a.m. to 7:30 a.m.

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

Res to Change the Start Time of the June 25 Discussion

RESOLUTION NO. 26-69

Changing the Time of the Thursday Discussion

WHEREAS, the Board of County Commissioners of Yellowstone County, Montana, established an official meeting time for Thursdays 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 time set for Thursday, June 25, 2026 @ 9:00 a.m. and the Board of County Commissioners wish to establish a special meeting time in lieu of that 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 25, 2026, at 7:30 A.M.**, in lieu of the Thursday June 2026 at 9:00 a.m. meeting date.

DONE BY ORDER of the Board of County Commissioners, Yellowstone County, Montana, and this 18th day of June 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: 06/18/2026

Title: Board Reappointment

Submitted By: Erika Guy

TOPIC:

Board Reappointment - Brian Mchugh to Allies in Aging

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Sign and Mail

Attachments

Brian Mchugh

Yellowstone County



COMMISSIONERS
(406) 256-2701

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

June 18, 2026

Mr. Brian Mchugh
963 Dixon Street
Billings, MT 59105

RE: Re-appointment to Allies in Aging Board

Dear Mr. Mchugh,

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

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Ivy Correctional Medicine- PSA amendments

Submitted For: Melissa Williams, Deputy County Attorney

Submitted By: Melissa Williams, Deputy County Attorney

TOPIC:

Ivy Correctional Medicine PSA

BACKGROUND:

Ivy Correctional Medicine PSA amendments were discussed on 6/11/26.

RECOMMENDED ACTION:

Agenda Item

Attachments

First Amendment Ivy

Second Amendment- Ivy

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

This First Amendment ("Amendment") amends the Professional Services Agreement dated June 30, 2025, as supplemented by that Addendum to the Professional Services Agreement effective October 20, 2025, and the Second Addendum to the Professional Services Agreement (collectively, the "Agreement") by and between Ivy Medical, PLLC dba Ivy Corrections Medicine ("Ivy") and Yellowstone County ("Client"). Capitalized terms used in this Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

1. AMENDMENT EFFECTIVE DATE. This Amendment shall be effective as of July 1, 2026 ("Amendment Effective Date").

2. AMENDMENTS.

2.1 As of the Amendment Effective Date, a new Section 2.4 shall be inserted into the Agreement and provide as follows:

2.4. Prescribers; Medications. Except as provided in this Section 2.4, Client shall not authorize, permit, or engage any external or third-party provider, clinic, or prescriber (other than Ivy) to order, prescribe, or direct the administration of medications for use or management within the Facility. For avoidance of doubt, all prescribing of medications to be administered or managed in accordance with this Agreement (e.g., Attachment 1 Section 3, Attachment 1 Section 4, and Attachment 1 Section 6) shall be performed exclusively by Ivy and its Personnel. Notwithstanding the foregoing: (i) if a court or other authority of competent jurisdiction issues a lawful order requiring the initiation, continuation, or administration of a specific medication for a Detainee by a specific non-Ivy Personnel, then Ivy may comply with that order, provided that Client notifies Ivy in writing of such order as soon as reasonably practicable, after Client receives or becomes aware of such order; and (ii) Client may permit an external provider to prescribe a medication only with Ivy's prior written consent. For purposes of subsection (ii) above, Ivy hereby consents to Client's continued use of its existing dental provider(s) to prescribe medications directly related to dental care provided under Client's contractual relationship with those dental provider(s) as in effect before the Amendment Effective Date. Absent a court order described in clause (i) or Ivy's prior written consent under clause (ii), Ivy shall have no obligation to manage, dispense, or monitor any medication prescribed by such non-Ivy Personnel.

2.2 As of the Amendment Effective Date, Attachment 1 Section 3.2 is hereby deleted in its entirety and replaced with the following:

3.2 [Intentionally omitted].

2.3 As of the Amendment Effective Date, Attachment 2 Section 1 is hereby deleted in its entirety and replaced with the following:

1. ANNUAL BASE FEE. Client shall pay to Ivy an Annual Base Fee in the following amount for each of the specified Services provided:

Service	Cost
Core Services	\$4,691,239

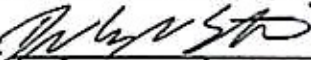
The Annual Base Fee shall be paid in monthly installments of approximately \$390,936.58 per calendar month. The Annual Base Fee shall be paid prospectively in advance of the first day of each calendar month in which Services are to be provided.

3. **MISCELLANEOUS.** Except as provided in Section 2 above, the remaining terms in the Agreement remain in effect to the extent consistent with this Amendment. In the event of any conflict or inconsistency between the terms of this Amendment and the Agreement, the terms of this Amendment shall control. This Amendment may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart, and all of which together shall constitute one and the same instrument. This Amendment 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:

Ivy Medical, PLLC, dba Ivy Corrections Medicine

By: 
Name: DAHLEN STOURIN
Title: CEO
Date: 6-10-26

CLIENT:

Yellowstone County

By: _____
Name: _____
Title: _____
Date: _____

**SECOND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

This Second Amendment ("Second Amendment") amends the Professional Services Agreement dated June 30, 2025, as supplemented by certain addenda and amendments thereto (collectively, the "Agreement") by and between Ivy Medical, PLLC dba Ivy Corrections Medicine ("Ivy") and Yellowstone County ("Client"). Capitalized terms used in this Second Amendment that are not otherwise defined shall have the meanings ascribed to such terms in the Agreement.

1. EFFECTIVE DATE & TERMINATION. This Second Amendment shall be effective as of July 1, 2026 ("Amendment Effective Date") and will terminate on the earlier of either (a) sixty (60) days from the Amendment Effective Date, or (b) on a date as mutually agreed upon by the parties hereto ("Amendment Termination Date"). On the Amendment Termination Date, this Second Amendment shall be terminated and the terms and conditions herein shall be null and void.

2. AMENDMENTS.

2.1 As of the Amendment Effective Date, Attachment 1 Section 3.2 is hereby deleted in its entirety and replaced with the following:

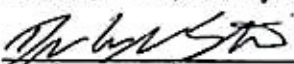
3.2 Care Coordinator. Ivy shall assign one or more Persons to serve as a Care Coordinator for Detainees. In addition to other duties assigned by Ivy, the Care Coordinator shall engage the Detainee and facilitate appropriate care, and work with Detainees before they are released to connect them to community-based mental health providers, housing support, benefits enrollment, and facilitate successful transition to the community. Ivy shall be paid for the assignment of the Care Coordinator under this Section 3.2 at a rate of \$6,692.50 per 30-day period beginning on the Amendment Effective Date (the "Care Coordinator Fee"). The Care Coordinator Fee shall be paid in the same manner and at the same time as the monthly installments of the Annual Base Fee as further described in Attachment 2.

3. MISCELLANEOUS. Except as provided in Section 2 above, the remaining terms in the Agreement remain in effect to the extent consistent with this Second Amendment. In the event of any conflict or inconsistency between the terms of this Second Amendment and the Agreement (including the First Amendment to the Professional Services Agreement dated June 30, 2025), the terms of this Second Amendment shall control. This Second Amendment may be executed in counterparts, each of which shall be deemed an original as against any party whose signature appears on the counterpart, and all of which together shall constitute one and the same instrument. This Second Amendment 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:

Ivy Medical, PLLC, dba Ivy Corrections Medicine

By: 
Name: DAYLEN STORTEN
Title: CEO
Date: 6-10-26

CLIENT:

Yellowstone County

By: _____
Name: _____
Title: _____
Date: _____

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: DNRC Cooperative Fire Control Agreement

Submitted By: Derek Yeager

TOPIC:

DNRC County Cooperative Fire Control Agreement

BACKGROUND:

As previously discussed, accepting and approving the request of the DNRC to sign their "new" cooperative fire control agreement and the accompanying Annual Fire Operating Plan.

RECOMMENDED ACTION:

Accept and sign.

Attachments

2026 DNRC AOP
Cooperative Agreement



PURPOSE AND INTENT

Yellowstone County Joint Fire Agency Response and Operations Plan

This plan is intended to apply operational and financial procedure for the operation of the Montana State-County Cooperative Fire Control Program within Yellowstone County to all wildland fires occurring on private and state-owned lands, outside of incorporated municipalities and towns, wherein both Yellowstone County and DNRC have aligned fire management priorities but legally distinct and independent fire protection jurisdiction(s) and responsibilities upon both private and state lands.

The purpose of the county cooperative fire control program is the cooperative development and deployment of fire control capacity and capability locally within and throughout Yellowstone County to respond to and suppress wildland fires upon all private and state-owned lands in accordance with those legal requirements noted in 76-13-105(3) and 7-33-2202.

This plan is developed in satisfaction of the requirements of Montana Code Annotated (MCA) 76-13-104 and 105, and 7-33-2210, when accompanied by an executed "State/County Cooperative Fire Control Agreement 03/2025".

This plan will be developed by the DNRC, in conjunction with Yellowstone County, and will be reviewed annually. In the event of modification, the plan must then be accompanied by a newly signed "State/County Cooperative Fire Protection Agreement 03/2025".

1. AUTHORITIES AND REFERENCES

Authorities

- **Montana Code Annotated Title 76, Chapter 13, Parts 1 and 2.**
- **Montana Code Annotated Title 7, Chapter 33, Parts 20-24, Parts 41 and 42, and Part 45.**
- **Montana Code Annotated Title 50, Chapter 63, Parts 1-4.**
- **Administrative Rules of Montana; Department 36, Chapter 10, Rules 101, Rules 119-135, and Subchapter 2, Rules 201-204.**



2. State-County Cooperative Fire Protection Obligations

The DNRC will:

- A. Assist the county, upon request, in organizing varying degrees of fire protection forces within the county for fire attack and suppression.
- B. Prepare fire management and other fire operating-action plans as may be required or requested.
- C. Provide fire equipment and/or supplies to the county as such are available and inspect each annually.
- D. Provide wildland fire training to the county no less than one time annually.
- E. Appoint Montana Fire Wardens and/or DNRC County Fire Coordinators/Advisors in the number locations determined necessary by the DNRC Southern Area Fire Management Officer to redeem the DNRC's fire control obligations to law together with the County.
- F. Respond to and assist Yellowstone County with suppression of fires by providing technical assistance to County Incident Commanders, unified command when required, personnel, equipment, and aviation resources as such are both available and appropriate to carry out the intent of the cooperative program.

Yellowstone County will:

- A. Provide for the organization of volunteer fire companies in un-incorporated places.
- B. Provide for the formation of county volunteer fire companies organized under a county rural fire department, or various wildland fire protection entities organized under a rural fire council or similar organization as such is appropriate and subordinate to the County.
- C. Implement and supervise the day-day operation of the cooperative program within the county.
- D. Appoint a Yellowstone County Rural Fire Chief and such district rural fire chiefs as is required.
- E. Appoint a Yellowstone County Fire Warden which is distinctly different than a County Rural Fire Chief, and a Montana Fire Warden appointed by the DNRC who will manage and superintend the cooperative program within the County.
- F. Respond to or otherwise ensure that all wildland-vegetation fires upon private and state lands (COOP Protection areas) outside of municipalities are fully suppressed and that such fires, when no assistance is required, is later reported to the DNRC Southern Land Office, reference Attachment "E".
- G. Request technical, operational, and/or financial assistance from the DNRC Southern Land Office in the performance of the requirements of this plan.

The County may, in its discretion:

- H. Establish fire seasons within the county on both forested and non-forested areas.
- I. Require and subsequently regulate the use of open burning by permit within both forested and non-forested areas upon private lands.
- J. Enact emergency resolutions for emergency spending related to wildland fire suppression emergencies.
- K. Establish Rural Fire Districts, and/or Fire Service Areas to supplement rural fire protection and of whom, for this program's purpose, work within the program through Yellowstone County.
- L. Establish and enforce fire restrictions applicable to private lands within the county boundaries.



3. Cooperative Fire Program Management and Coordination

Day-Day Management of the Program

The Yellowstone County Cooperative Fire Control Program is administered by the County Commission and the DNRC Southern Land Office Area Manager and is managed day-to-day within the county by the Yellowstone County Fire Warden, together with the DNRC Southern Area Fire Management Officer (FMO).

Fire Line Officer (Authority{s} Having Jurisdiction)

The County Commission's chairperson (or another delegate of their own) serves in the capacity, as needed, as the Yellowstone County Fire Line Officer together with the DNRC Southern Area Manager (or another delegate of their own) while fire incident leadership is incumbent upon the Yellowstone County Fire Warden together with the assisting personnel of the Montana DNRC. Certain line authorities are delegated to the County Fire Warden and the DNRC FMO.

Emergency Fire Coordination Contacts

DNRC will maintain a Fire Duty Officer function to coordinate the DNRC's response needs to Yellowstone County from the DNRC and its agents. This function will be available to the County 24/7/365 and can be reached at the following points of contact: **Cell: (406) 591-5489**, or via e-mail at slofiredutyofficer@mt.gov. This is a collateral-duty, operational coordination function that will rotate amongst available fire management staff but is not a point of contact for the public, media, executives, or otherwise.

Yellowstone County will maintain an on-call County Fire Warden to coordinate the County's response to wildland fires, and coordinate with DNRC regarding any needed/necessary assistant and will be the available point-of-contact similar in nature to DNRC's Fire Duty Officer. This contact will be the Yellowstone County Fire Warden and in his/her absence, a deputy or assistant. This function will be available to the DNRC 24/7/365 and can be reached at the following points of contact: **Cell: 406-208-0506 or Dispatch: 406-657-3000** but is NOT a point of contact for the public, media, executives, or otherwise. Yellowstone County will provide DNRC with a schedule or otherwise make notification to the DNRC regarding the contact information of the coordinator who will be the DNRC's primary point-of-contact for fire emergencies within the county *after a request for assistance has been placed*. This avoids duplication of efforts and information as has been present in prior instances of requests for state assistance.

Fire Program Funding and Obligations

The Counties' obligations to this agreement (ref. page 3) will be funded by Yellowstone County.

DNRC's obligation to this agreement (ref. page 3) will be funded by DNRC.

Nothing herein restricts the County and DNRC from forming financial cooperation otherwise for specific projects, fire response costs, or reimbursements where both parties previously express written agreement. Documentation of decisions may be required.

Unless otherwise agreed, neither Yellowstone County nor the DNRC will be responsible for the costs of resources or actions acquired or taken outside the terms and intent of this plan.



4. Cooperative Fire Program Operations

Fire Season-Burn Permits

Yellowstone County, by resolution, has adopted a year-round fire season within the county, outside the municipalities of Billings, Broadview, and Laurel, during which time a burn permit is required for fires exceeding the statutory (ARM) definitions of “recreational fire”. Controlled burning or other open fires within the municipalities of Billings, Laurel, and Broadview, are subject to the jurisdiction of the municipal fire chief/fire marshal.

Where the county has exercised its authority by declaring a fire season, and instituting a fire permitting process, the DNRC will not issue burn permits upon those private lands within the county boundary which otherwise would require a permit during the Montana State legal fire season pursuant to MCA.

Accordingly, the County will not issue permits or otherwise allow open burning upon Montana State School Trust lands. Permits for such purposes may be issued by the DNRC and are available at the Southern Land Office.

Fire Restrictions-Burn Bans

Yellowstone County may exercise, by resolution, stage I, II, and III restrictions upon private lands. Additionally, the county may suspend open burning at any time. Resolutions of the county to enact tiered fire restrictions should be accompanied by a State Forester Proclamation.

DNRC may, by state forester proclamation, institute stage I, II, and III restrictions upon both privately owned forested lands and state land areas. Additionally, the DNRC may suspend permitted fire and/or other industrial activities upon those areas as such may be required.

The County and DNRC will coordinate the planning of restrictions and burn bans together as such may be necessary. Typically, it will be the intent of the DNRC to follow the lead of the county when consideration of fire restrictions and burn bans are under consideration.

The fire restrictions contact for Yellowstone County is: Yellowstone County Fire Warden

The fire restrictions contact for DNRC is: DNRC Southern Area Assistant Fire Management Officer

Plans and Agreements

DNRC will represent COOP protected areas (private and state lands outside of municipalities) to federal agencies and will coordinate multi-agency operations in both agreement and practice. This is done to ensure continuity of operation amongst numerous agencies, and to ensure the proper assignment of fire protection in accordance with law including those costs associated. Agreements present between federal agencies and the county/fire departments for which DNRC has not previously reviewed and approved, and which produce cost or consequence, will not be the burden of the DNRC.

The County is free to exercise mutual aid at its own discretion and prerogative and pursuant to existing statute. If the DNRC forms mutual aid or other reciprocal fire protection agreements, written or otherwise, and directly with fire departments, for which the county is not a signatory to or has otherwise approved of in writing, and which produce cost or consequence, the County will not be held liable for any such cost or consequence from either party and bears no responsibility in such instances.



Fire Training

DNRC will provide, upon request of the County, wildland fire training(s) within Yellowstone County, free of charge. The intent of this training is to establish practice and procedure of the actual operation of the cooperative program including fire suppression strategy and tactics, incident command, integration of outside and supplemental resources, program organization and operation, and other such relevant program operation topics.

DNRC may also provide the county with NWCG training as such may be requested by the county, however NWCG training and certification is not a requirement of the cooperative program.

The County will organize training requests and coordinate with the DNRC regarding such requests. Training requests will be accepted year-round and may be scheduled according to the proper staff's availability to facilitate the course.

Certificates of completion (NWCG and/or DNRC) will be provided to the County Fire Warden for distribution to personnel.

NWCG training sessions, conducted by state-certified county and fire department personnel, must be completed in accordance with the terms set by the DNRC and/or NWCG. Sessions not conducted in these regards will not be certified by the State and attending personnel will not be eligible recipients of NWCG certification.

The county fire chief has, amongst other duties of law, the duty to ensure that their personnel and departments are properly trained and prepared to carry out the intent of this plan in coordination with other parties to agreement. Actual performance of county personnel and their training is the responsibility of the county.

Fire Equipment and Supply

DNRC will continue to supply Yellowstone County with firefighting equipment and supplies as such are available and appropriate. A current list of equipment and supplies issued to Yellowstone County is identified in Attachment "D".

Standing requests for fire equipment and supplies will be coordinated by the County who will coordinate with the DNRC on fulfilling such requests. These requests may be planned or incidental.

The positioning and operation of state-owned equipment within the county will be a joint decision between the County, and the DNRC Southern Area Fire Management staff. This equipment is intended to be used by the county for the purpose of carrying out the intent of this plan within Yellowstone County.

Terms regarding this equipment including insurance, maintenance, and proper/intended operation of equipment are further defined within the Cooperative Fire Control Agreement. While this equipment may be distributed by the County to local fire department jurisdictions, such equipment remains under the operational control of the County and may be recalled for duty by both the County and/or the DNRC in its discretion and need and according to the terms of the Cooperative Fire Control Agreement.

Equipment and supplies issued directly to fire departments, without the County's acceptance of such equipment and supplies, will pose no cost, no consequence, no responsibility, or any other liabilities upon the County and will be considered outside of the terms of the cooperative fire control agreement.



5. Pre-Suppression Assistance

Elevating Levels of Fire Suppression Readiness at the County Levels ("Staffed Stations")

If a local, previously approved plan, is in place of which the DNRC is party too, DNRC may assist Yellowstone County by providing additional pre-suppression funding assistance ("severity") in order that the County be able to elevate levels of preparedness for fire suppression within the County in order to reduce the probability of a large/escaped fire scenario from developing. This response plan must be recognized as an attachment to this AOP, referenced as "Attachment G".

Development of this plan is a responsibility of the County.

This plan may include staffing un-staffed fire stations, up-staffing regularly staffed fire stations, availability of heavy equipment and radio communication operators, and other such examples which support additional levels of fire readiness at the county-wide level. These plans serve as management actions intended to supplement the cooperative fire control programs effort both within and together with the County and are not intended for purposes like those identified in the Northern Rockies Coordinating Groups efforts to mobilize Local Government Fire Forces for interagency fire management purposes abroad.

The DNRC may, in its discretion, perform management actions upon personnel employed by DNRC for this purpose up to and including dismissal for failure to meet the requirements present for DNRC employment. The County may, in its discretion, suspend or terminate a unit, personnel, or organization, company or department from participation should the unit, personnel, or organization, company or department, fail to adhere to or otherwise comply with County requirements within this AOP, severity plans, and/or county cooperative requirement.

Requests for activation of this plan will be made by Yellowstone County to the DNRC Southern Area Fire Management Officer. Confirmation of additional funding will be coordinated by the DNRC and County together. The County will coordinate implementation directly with fire departments within the county.

Costs of additional readiness measures performed by the County, wherein DNRC is not a party to agreement or has not previously approved the expense, are not the cost responsibility of the DNRC. Accordingly, if the DNRC takes direct action together with a fire department and outside the terms of and/or separate from the terms and intent of this agreement, such will not be considered a severity benefit to the County, and other policy documents will apply.

Fire Patrols and Detection

By request, and as resources are available and appropriate, the county may request a fire detection flight from the DNRC. These requests should be made by the County to the DNRC Fire Duty Officer through the Billings Interagency Fire Dispatch Center and should be accompanied by relevant information including 1) area to be flown, and 2) a ground contact if there is one. Such flights, as available, may also assist the County in locating reported fires, assisting with travel directions, and locating access to a fire.

Additionally, DNRC may make target-area ground patrols available to the County upon request when available resources are within the area. These requests may be made by the County directly to the DNRC Fire Duty Officer.



6. Fire Suppression Operations

Fire Notifications-Dispatch

Yellowstone County will dispatch fire control forces via its own means and procedures.

DNRC resources, including its partner and contracted agents sent by DNRC to assist the County, will be dispatched via its own means and procedures and upon a request being placed by the County or the County's Incident Commander and upon approval by a DNRC Duty Officer.

The DNRC and Yellowstone County agree to share initial fire pages/notifications with each other at no cost.

One exception to this practice will be for DNRC County Fire Coordinators (County Fire Advisors) who may automatically respond according to pre-determined criteria or be requested by the County or a County Incident Commander on behalf of the County to support and advise the Incident Commanders. See Attachment F.

County Assistance Requests-Procedures

Request(s) for DNRC assistance on a wildland fire may be placed by the County, or an Incident Commander (IC) on their behalf, and for any wildland fire occurring on private/state lands. County IC's should place such requests directly to 1) their County Fire Warden, or 2) their local 911 center, or 3) directly to the DNRC Fire Duty Officer. All requests for DNRC Assistance made by County IC's should then be immediately coordinated with the County Fire Warden.

All requests for assistance made by the County should contain a brief initial action size up (Attachment "C") complete with the following information as such is reasonably and practically available:

- Entity Requesting Assistance
- Incident Commander Identification
- Fire Location (lat/long, or Legal Description, or Road Address)
- Fire Size
- Character of Fire (smoldering, running, spotting, etc.)
- Values at Risk (structures, powerlines, etc.)
- Additional Resources Requested
- Incident Communications Plan activation and reporting/travel instructions.

The granting of resources by DNRC, when multiple requests for assistance from within the same County are present, will prompt the DNRC and County Fire Warden to immediately prioritize such requests together and prior to response of the requested resources. The DNRC Fire Duty Officer and County Fire Warden will form those priorities together however as the County is ultimately responsible for each fire occurrence, the County will retain the final determination on prioritization of multiple fires requesting limited resources.

DNRC will fund the resources it provides in assistance to the County. Costs of resources acquired by a fire department and/or the county outside of this agreement are not the responsibility of the DNRC or the County unless the DNRC or County explicitly agrees to bear the cost or reimburse such costs before the cost is incurred. Documentation will be required.



DNRC Assistance to County -Procedures

The DNRC will, as resources are available and appropriate, provide state-funded assistance to Yellowstone County which will consist of whatever manpower and equipment, in excess of that of the local jurisdiction(s), that is required by the County's Incident Commander to control the fire in support of the Montana State Fire Policy MCA 76-13-115 and the County's performance of their own requirements of 76-13-105(3) and 7-33-2202, and the DNRC mandate(s) of MCA 76-13-104 as identified in the terms of the Cooperative Fire Control Agreement.

Assistance provided by the DNRC may, at the DNRC's discretion, be commensurate with the local incident commanders training and capacity to safely and effectively operate the resources, and general operation and coordination of the actual fire incident and the assigned resources to ensure safe and efficient use of its resources and funding and continuity with its partner agencies and their terms. DNRC County Fire Coordinators (County Fire Advisors) will be made available by the DNRC and may be requested by Yellowstone County, for the purpose of assisting local Incident Commanders with incident operations. It is understood however that the DNRC County Fire Advisors do not exercise jurisdiction or command and control and are not a supervisory authority over county personnel.

DNRC's focus areas in support of the County will be upon:

- 1) Providing immediate technical assistance to County incident commanders, through the immediate response of a DNRC County Fire Coordinator (Attachment "F"). This includes the DNRC working with County fire personnel to monitor incidents and fire conditions, detecting elevated environmental threats, evaluating human-caused fire problems, implementing fire attack plans, checking local, regional, and national resource availability and locations, and other such general assistance. In this regard, the County should notify the DNRC Southern Area Fire Duty Officer as soon as is possible if circumstances occurring within the County operating area pose potential for further supplemental support. Those circumstances are included in Attachment B and is normally accomplished via the direct notification of fire situations through the 911 Dispatching process and further later by means of continual coordination between the County Fire Duty Officer and the DNRC Fire Duty Officer.
- 2) Providing initial attack assistance with resources otherwise not available to the County pursuant to the intent of the F-200, Cooperative Fire Control Agreement. This may include aviation assistance, technical incident management staff to support County Incident Commanders, hand crews, and other resources, as such are available and appropriate, and that would otherwise not be available to the County. DNRC would expect that prior to, or occurring simultaneously, the County requesting from DNRC like kinds and types of resources as already possessed by that County, that the County has implemented the response of the totality of its resources as such is reasonable and practical, and including the dispatch of other DNRC resources already assigned or otherwise previously provided to the County and may reserve the right to see that all County Co-Op- DNRC resources become fully committed to fire attack duties prior to granting assistance with like kinds and types of resources which are already available to the County. This is proper resource utilization and is accomplished by common principals or relative resource management which is a County responsibility.



Fire Incident Command and Control

Unless otherwise agreed between the County and the DNRC Fire Duty Officer, the County will have in place and on-scene, always, a County incident commander capable of adequate command and control of the incident and its resources. At times, DNRC may form unified command with a County incident commander. However, DNRC would prefer that the County assign a trained incident commander from its ranks who can then be assisted by a DNRC County Fire Coordinator/Advisor (Attachment "F") in carrying out both the County and DNRC's fire suppression obligations according to this agreement.

The County maintains responsibility for performing their statutory obligations within this agreement and as provided in applicable law, on all such fires upon private and state lands, even after the request for state assistance has been made and granted. Some exceptions may occur to this expectation; however, those must first be arranged with the DNRC Fire Duty Officer and the County together.

If the County requests the DNRC perform the incident commander role on its behalf, the local fire chief, county fire warden, and the DNRC Fire Duty Officer must ***first*** arrange together those details of transition including who is going to do it, when, how the transition will work, how the DNRC IC will request County resources, and other such details. When agreement is reached, the county/fire department must first seek the approval of the Commissioners and the DNRC must first seek the approval of the DNRC Southern Area Fire Management Office **PRIOR TO** the transition occurring. This is not DNRC's preferred course of action however DNRC acknowledges the challenges of sustained volunteer labor commitment and when requested, will attempt to make personnel available to fulfill this role. If unavailable for this purpose, the DNRC would expect the previous paragraph apply as it regards the County's obligations to statute.

The Incident Command System (ICS), including the attached incident communications plan (Attachment "A") will be used by the County and the DNRC and all incident agencies and personnel to provide incident command and control at incidents where DNRC resources, including its agents, have been requested to assist the County. Emergency Management functions remain a county responsibility.

Under no circumstances, are free-lancing and independent actions by any personnel permitted to occur during DNRC assisted incidents and it is the responsibility of the County incident commander(s) to ensure that supervision is applied to the incident and its resources. County incident commanders may be assisted by DNRC County Fire Coordinators/Advisors. However, neither state employees nor their agents (other private, local, state, and federal resources under DNRC operational control) will be expected to engage in situations wherein there exists an inordinate hazard typically associated with a lack of command and control (ICS), poor communications, and/or the conduct of free-lancing and independent actions.

DNRC forces, including their agents and those representing such sent in addition to whatever DNRC resources are already placed in the county, will be withdrawn from an incident as the first priority when agreement has been reached between the local jurisdiction and the DNRC that the incident has been stabilized or otherwise has deescalated to be within the capacity of the local jurisdiction to handle the remainder of the fire suppression activities adequately without further assistance, and pursuant to the requirements of MCA 76-13-104(B) and the local Cooperative Fire Control Agreement.

Without prior approval of the DNRC Fire Duty Officer, state forces and including their agents will not be left by the County to assume fire control activities. Such requests, when made, will be balanced with other fire assistance requests based on prioritization and where DNRC's resources are required elsewhere for higher priority, they will be released by the local jurisdiction for such response.



7. Post-Fire Incident Activities

Fire Investigation-Cost Recovery

All wildland fires occurring upon COOP Protection Areas (private, state lands) inside a county, but outside of a municipality or rural fire district should be investigated.

Wildland Fires occurring upon COOP Protection Areas inside of a Rural Fire District or Fire Service Area should be investigated by the District's Rural Fire Chief. Fires occurring within a municipality are the responsibility of the Municipal Fire Chief. All other fires are a responsibility of the Sheriff of the County.

DNRC may assist either the District Fire Chief or the County Sheriff with personnel and/or equipment necessary to determine cause and origin, and further to determine if a violation of law or rule is present. County/fire department cause/origin and arson fire investigation reports and materials should be made available to the DNRC upon request of the DNRC Southern Area Fire Management Officer.

DNRC may, in its discretion, perform fire cause and origin investigations, and if/when infractions of law or rule have occurred, may make a complaint/case before the County Attorney. Additionally, DNRC may pursue cost-recovery from negligent parties at its discretion together with the county, fire departments, other federal agencies, or independently.

Reimbursement Packages

In the instance where a county and/or fire department has incurred expenses that the DNRC has agreed to reimburse, the package should be assembled by the county and submitted to the DNRC Southern Land Office within 30 days of the conclusion of the incident. Consistent communications and documentation between Yellowstone County and DNRC throughout an assisted incident regarding the assignment of costs of suppression resources will be important in order that reimbursement packages contain only those items that each agree should be reimbursed.

Fire Suppression Damage Repair

Both the county/fire department and DNRC are free to perform fire suppression damage repair according to each agency's policy. However, nothing herein requires either party to perform damage repairs incurred during fire suppression.

Post-Fire Reviews (AAR)

After an assisted fire event, either party may call for an after-action review. The entity petitioning for the review will take the lead in organizing the review.



ATTACHMENT “A”-Fire Incident Communications Plan

Channel	RX/PL	TX/PL	Incident Use
RED	154.0700/NA	154.0700/156.7	Fire Common/First Call (Not COMMAND)
MAROON	154.2800/NA	154.2800/156.7	Fire Incident Command and Control
CORAL	154.2650/NA	154.2650/156.7	Fire Ground Tactical 1
SCARLET	154.2950/NA	154.2950/156.7	Fire Ground Tactical 2
COPPER	154.2725/NA	154.2725/156.7	Fire Ground Tactical 3
BURGUNDY	154.2875/NA	154.2875/156.7	Fire Ground Tactical 4
CRIMSON	154.3025/NA	154.3025/156.7	Fire Ground Tactical 5
GOLD	153.9050/NA	153.9050/156.7	Montana Common (Law, Fire, EMS, DOT)
NEON	157.4250/NA	157.4250/156.7	General Mutual Aid Coordination
RUBY REPEATER	153.8300/NA	159.3450/CSQ	Command Repeater
ORANGE	151.4000/NA	151.4000/NA	DNRC Air-Ground 2
YELLOW	151.2200/NA	151.2200/NA	DNRC Air-Ground 1

** All incoming DNRC resources, including their agents, requested by the County, will have only these channels available to them. Once DNRC assistance is requested and granted, the Incident Commander must activate this communications plan to ensure adequate incident command and control. The exception to this practice will be DNRC County Fire Coordinators/Advisors (Attachment F) who will maintain County radio frequencies for the purposes of implementing this plan’s intent.

- ✓ Radio frequencies owned by the State of Montana, including the “color” channels, are to be used for the State’s intended purposes as such are outlined both above and within the Department of Administration’s Mutual Aid Frequency manual.



ATTACHMENT “B”-County Notification to DNRC of Fire Circumstances

Pursuant to the intent of this plan, Yellowstone County will notify the DNRC Fire Duty Officer when any of the following circumstances are present within Yellowstone County, outside of the municipalities of Billings, and Laurel. DNRC will, upon receiving notification, begin pre-planned supplemental functions in support of the county’s efforts.

This is normally considered accomplished by virtue of distributing computer aided dispatches of county resources to the DNRC Fire Duty Officer.

FIRST; IDENTIFY THAT YOU ARE MAKING A NOTIFICATION CALL to the DNRC FIRE DUTY OFFICER

Then, provide information related to anyone of the following situations.

1. Any wildland fire within the county, suppressed or active, that is suspected to be 100 acres or larger.
 - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to map the incident and then process the required ICS-209 on behalf of the County. If the fire is active, the units will directly assist the local county IC with mobilization and coordination of additional resources if required.
2. Any wildland fire that is receiving a multi-agency response including local and federal resources.
 - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to coordinate the response of federal agencies resources if necessary.
3. Any wildland fire occurring on border regions where more than 2-counties are responding/involved.
 - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to assist a local county IC with coordination of additional mobilizations required, provide technical assistance in the use and organization of resources, and coordinate with both counties regarding jurisdiction and future actions and assist with coordination between the counties involved.
4. Anytime a “County All Call” is placed which is drawing-down county response levels.
 - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to assist a local county IC with coordination of additional mobilizations required, provide technical assistance in the use and organization of resources, and coordinate with the county any backfill resources as such may be required to ensure coverage in the remaining parts of the county areas with DNRC assistance.
5. Anytime a wildland fire is suspected to have been intentionally set.
 - ✓ DNRC may then dispatch, as units are available and appropriate, a DNRC County Fire Coordinator/Advisor to either assist the local jurisdiction with fire investigation and/or to record the incident information for processing according to DNRC policy.

When such circumstances are present; the DNRC Fire Duty Officer should be notified directly by the County.

Notification of this criteria may prompt a response from a DNRC County Fire Coordinator (See Attachment “F”).



ATTACHMENT “C”-County Request for DNRC Firefighting Assistance

In the event a County Incident Commander determines the need for additional resources/personnel, the following information must be relayed to the DNRC Fire Duty Officer at the earliest opportunity by the local 911-Dispatch Center OR the County or the County’s incident commander:

- **FIRST: IDENTIFY THAT YOU ARE CALLING WITH AN EMERGENCY REQUEST FOR ASSISTANCE**

Then report the following:

- **Entity Requesting Assistance** (i.e. county/fire department)
- **Fire Name** (if no name, DNRC must assign a name. Names must correspond with geographical references and not with landowner/firefighter’s names, nicknames, etc.)
- **Incident Commander:** (name of IC, or call-sign of IC)
- **Physical Location of Incident** (latitude/longitude if requesting aircraft, or legal description, or road address)
- **Agency Land Ownership** (if available; private-State {DNRC}, BLM, USFS, BIA, USFWS, BOR, etc.)
- **Estimated Size** (one football field is 1 acre)
- **Rate of Spread** (low, moderate, or high)
- **Values at Risk** (primary structures, powerlines, cattle, subdivisions, etc.)
- **Type of Fuels** (light, medium, heavy; then grass, sage, timber)
- **Specific Resource Request** (what resources are being requested)
- **Incident Operating Frequencies** (confirm that IC has activated the mutual aid communications plan {ATTACHMENT “A”})
- **Specific Travel Instructions, If Applicable** (want them to approach from a certain side or direction, where is staging area, etc.)
- **IF TRANSMITTED BY DISPATCH CENTERS, REQUEST THAT THE BILLINGS INTERAGENCY FIRE DISPATCH RE-CONFIRM WITH THE 911 CENTER REGARDING RESORUCES SENT AND ETA AND RELAY THIS INFORMATION TO THE REQUESTING INCIDENT COMMANDER**

REPORT THIS INFORMATION DIRECTLY TO THE BILLINGS INTERAGENCY FIRE DISPATCH CENTER

(406) 591-5489

If, you are unable to reach the DNRC Fire Duty Officer, please contact the Billings Interagency Dispatch Center at

(406) 896-2900.



ATTACHMENT “D”-DNRC Fire Equipment in Yellowstone County

DNRC-OWNED/COUNTY OPERATED EQUIPMENT (See F-202)

- Billings Fire Department: Brush 1 (hybrid)
- Blue Creek Volunteer Fire Company: DNRC Engine-1898, DNRC Tender 2358
- Custer Volunteer Fire Company: DNRC Engine-2149 and DNRC Engine-1804 (Keller Ranch)
- Haley Bench Volunteer Fire Company: DNRC Engine-2182, (2) 750-gallon slip units
- Laurel Fire Department: DNRC Engine-2071, Brush 5 (hybrid), and DNRC Engine 2292
- Lockwood Rural Fire District: DNRC Engine-2448
- Shepherd Volunteer Fire Company: DNRC Engine-2171, and DNRC Engine-2449
- Worden Volunteer Fire Company: DNRC Engine-2243
- Broadview Rural Fire District: DNRC Engine-2148
- Fuego Volunteer Fire Company: DNRC Engine 2313 and DNRC Tender 2390

Yellowstone County has received greater than 25 pieces of firefighting equipment (structure engines, ladder trucks, rescue trucks, brush trucks, water tanks, gear, supplies, and other equipment) through the DNRC’s DOD-FFP program. This equipment is tracked by DNRC but title is maintained by the local fire jurisdiction. While a separate program, the products complements the Yellowstone County Cooperative Fire Control program.

The equipment listed is in addition to that equipment which is owned and operated by Yellowstone County and Fire Departments in Yellowstone County which at last count, numbered near 78 pieces of equipment. This list is available through the Yellowstone County Fire Warden’s Office.



ATTACHMENT “E”-Final Fire Information Reporting Criteria

Pursuant to the intent of this plan, the following identifies reportable post-fire information **required** to be reported by Yellowstone County for all vegetation fires within the County. DNRC will report this information on the county’s behalf upon receipt.

REPORTING CRITERIA

- | | |
|--|--|
| 1. Fire Department NFIRS Number | 6. Fire On-Scene Time |
| 2. Fire Department Incident Number (NFIRS) | 7. Fire Containment Time |
| 3. Fire Occurrence Date | 8. Final Size of Fire |
| 4. Fire Alert Time | 9. Latitude and Longitude of Fire (Datum: NAD83) |
| 5. Fire Response Time | 10. Specific Cause of Fire |

This information may be entered via the DNRC Fire Reporting app (Survey 123), e-mailed, within 24 hours of occurrence March 1st-October 1st or once per week after those dates, to the DNRC Southern Area Fire Duty Officer at slofiredutyofficer@mt.gov. Information may be presented using standard forms, NFIRS forms, fire department forms, or whatever method of delivery is most convenient to the County.

If a DNRC County Fire Coordinator/Advisor is on-scene, they will collect the relevant information and process on behalf of the County however if local procedure is present, then such process should be followed.

Fire information is reported daily throughout the fire season (March 1st-October 1st) or once a week interim. During the fire season, this information is used in consideration of placement of resources, pre-suppression funding, and likewise. End-of-year report information is required to be submitted to the Montana Legislatures Environmental Quality Council (EQC) once per quarter in consideration of program operations and funding.

DNRC will produce a year-end report demonstrating notable fire occurrence and reporting statistics to Yellowstone County for program planning and funding purposes.



ATTACHMENT “F”-DNRC County Fire Coordinator Activation

Pursuant to the intent of this plan, DNRC will make available to the County personnel capable of fulfilling the DNRC County Fire Coordinator/Fire Advisor role. This will be done at the DNRC’s expense using any combination of local, state, and federal personnel who meet the qualifications required by the DNRC. DNRC County Fire Coordinators/Advisors may or may not be appointed Montana Fire Wardens.

These personnel will be responsible for responding to and working in-service to the County or the County’s Incident Commander to perform coordination of incident response and suppression operations, mobilization of additional resources required by the IC, and to provide technical assistance to the IC in the use and organization of supplemental resources.

In the absence of such units being present on-scene, the county’s incident commander will be required to perform these functions pursuant to the intent of the Cooperative Fire Control Agreement, when being assisted by the DNRC upon request of the County or the County’s IC.

DNRC County Fire Coordinators/Advisors will respond to incidents, or otherwise contact a County Incident Commander, when **1)** requested by a 911 center on behalf of the County’s Incident Commander, or **2)** when the County has notified the DNRC of those circumstances present as outlined in Attachment “B”.

In the absence of the presence of those pre-determined “auto-launch” criteria, the County’s incident commander may request a DNRC County Fire Coordinator/Advisor to respond to their incident. This is accomplished by the IC contacting their respective 911 center who will contact the DNRC Fire Duty Officer to have a unit dispatched to the fire. DNRC would encourage this practice to be adopted by the County to support the proactive response model developed by this cooperative fire control plan.

If the response is prompted by a 911-center request on-behalf of a County IC, the responding unit will confirm with the requesting 911 center of their response via radio or through Billings Interagency Fire Dispatch Center and will make contact with the County’s Incident Commander via radio or phone.

If the response is prompted by the criteria present in Attachment “B”, the DNRC County Fire Coordinator/Advisor will contact the County incident commander directly to confirm a response, the need to continue a response, and/or the need to increase the speed of the response at the IC’s request. All of these activities will be coordinated with the County.



ATTACHMENT "G"-Staffed Station Response Plan 2025 (from Item 5)



STAFFED STATION Operations

WILDLAND FIRE

AUTOMATIC RESPONSE PLAN

2025

This appendix satisfies the requirements of a County plan as noted on page 7, Item 5, paragraph 1.



INTENT

- ✓ The intent of this plan is to identify and initiate **automatic aide** RESPONSE procedures to wildland fires or the threat thereof that are both within Yellowstone County **and** during those times when the DNRC has activated "Station Staffing" operations within the county and at the County's request.
- ✓ This plan does **NOT** apply to those times when Station Staffing has not been activated.
- ✓ This plan does **NOT** replace nor supersede the requirement of the County to respond to wildland fire incidents as such are organized by and within the County. Rather, this plan **DOES** complement that otherwise required effort, and focus' additional proactive steps agreed to and intended to be taken by the County collectively, as organized within the County, when the use of the DNRC's Station Staffing operations are active within Yellowstone County.
- ✓ It is generally assumed and required that Yellowstone County continue to respond to and suppress wildland fires within its own response area while enjoying the additional rapid and aggressive response operations this plan affords. At no time, unless agreed to by the County, and the DNRC Fire Duty Officer, should the County abdicate their fire suppression responsibilities while receiving assistance from the state or federal government resources.
- ✓ At all times, the County receiving assistance under the terms of this plan is to respond, establish or accept Incident Command, and remain in command while retaining control of the incident and responding resources and together with any other jurisdiction having authority.
- ✓ The DNRC may, in its discretion, perform management actions upon personnel employed by DNRC for these purposes up to and including dismissal for failure to meet requirements present for employment. The County may, in its discretion, terminate a unit, personnel, or organization from participation should the unit, personnel, or organization fail to adhere to or otherwise comply with County requirements. If the DNRC wishes to employ them further, this will be considered a Chapter 50 mobilization.



HOW THIS WORKS

During Station Staffing operations, Yellowstone County will be divided into 5 distinct Automatic Aide Wildland Fire Response “Zones”. These “zones” will generally follow the major highway systems and the Yellowstone River.

Every wildland fire call received within Yellowstone County by either the City/County 911 Center or the Laurel 911 Center will follow its normal fire dispatch activation procedure(s) during which time the fire department whose county initial attack area the fire report is occurring within will still be the first alerted to form a response to the wildland fire and will take the lead role.

This plan constructs an additional automatic (on page-out) response of those other fire units which may be staffed that day and generally would be the next closest and/or quickest available units for response. This is done to supplement the County’s response to any wildland fire call with an automatic level of initial response to support the County’s response to wildland fires.

Simply put, this IS MUTUAL AID occurring AUTOMATICALLY.

These responses will be initiated at time of notification or by the Engine Captain (Engine Boss), the County Fire Warden or County Fire Duty Officer, if Different, or DNRC Fire Duty Officer level in accordance with this plan. There will NOT be a separate tone automatically sent from either of the Fire Dispatch centers in Billings or Laurel.

ALL STAFFED STATION UNITS will need to monitor the following channels during their staffing operations:

- ✓ DES WEST
- ✓ DES EAST
- ✓ LAUREL FIRE REPEATER
- ✓ Their Department Tactical Channel (if applicable)



When a callout for a wildland fire is received, the following is expected by ALL Staffed Stations Units

Responder Units:

1. The hosting department should respond as is standard protocol.

There will not be **NO TOLERANCE** by member departments, or the DNRC, of other member departments who abdicate their duty to respond in full force because of the supplemental response by their neighbors. Their response is supplemental in support of your operations. It is not primary and other departments' resources should not be used to replace your own department's efforts. This is automatic mutual aid.

2. ALL STAFFED STATION units Engine Captains (ENGB's) should then determine the location of the reported fire against the "run cards" within this plan.

3. Upon doing so, the Captains should then turn the page and identify which staffed station units should respond automatically to that same fire call.

4. IF your department IS IDENTIFIED as an automatic responder to that Zons:

a. Initiate the response of your staffed station units within your department immediately

b. Radio call to dispatch and identify your unit and that you are responding to the fire call

c. MONITOR THE RADIO and continue your response until either cancelled by an on-scene unit or provided with travel/check-in procedures instructions.

d. Upon arriving, check-in with the hosting departments IC on THEIR TACTICAL (non-color) CHANNEL. Proceed as directed.



5. IF your department is **NOT IDENTIFIED as an automatic responder to the Zone:**

- a. Do not respond. Remain in your own area or on local assignment.*
- b. MONITOR THE RADIO and be prepared for additional resources requests (mutual aid) and/or move-ups and prepositions.*
- c. You may be requested to respond outside of your pre-assigned automatic response zones by the DNRC Duty Officer or, via mutual aid requests from partner fire departments.*

IF you are the hosting fire department **receiving the automatic aide:**

- 1. Upon receiving a fire call, RESPOND as you normally would. Be aware of the additional automatic response and monitor the dispatch channel for which other resources are also responding to your call.*
- 2. Upon Arrival at the fire, radio call a size up (see below) to fire dispatch and be aware that the automatic response units will be monitoring and awaiting your instructions. Remember: Better to have it and not need it then to later need it and not have it.*

a. Size-ups should include at the minimum:

- ✓ Name your command "Clapper Flat Command"
- ✓ Fire Size
- ✓ Rate of Spread
- ✓ Values at Risk (structures, powerlines, etc.)
- ✓ Additional resource instructions (*cancel or continue. IF CONTINUE, identify a radio channel to check-in on and a place to report to-travel instructions.*)
- ✓ Additional resource needs: This would be for resources in excess of that already responding from both your department and those under the automatic plan.
- ✓ Be expecting to hear from incoming resources on YOUR TACTICAL channel UNLESS you designate another color channel to be used for the incident.



b. Have a plan to put those incoming resources to straight to work!

3. If you have additional mutual aid needs BEYOND THOSE ALREADY ENROUTE, declare it to FIRE DISPATCH by indicating the departments and type of units and how many you want. If you need additional staffed station resources, aviation or other resources, contact the DNRC Duty Officer.

IF you are the **FIRST ARRIVING** resource to a fire not in your own response area:

1. Initiate command in the same way it is outlined on page 5, 2A.

2. Take tactical action to suppress the fire while waiting for the jurisdiction to arrive.

a. When the jurisdictional agency arrives, transfer command to them.

- ✓ Be sure to communicate this to fire dispatch.
- ✓ Be sure to brief the incoming IC with what has been done up to this point
 - Including whether additional responding units were continued on cancelled and if so which ones
 - Remain on scene and engage the fire according to the incoming IC's wishes



IF you are a Staffed Station Unit **ALREADY ON A CALL and receive another call for automatic aide:**

- 1. If you are in command, your unit does NOT respond.*
- 2. If you are tactically engaged in an uncontrolled fire scene (active spread occurring-your unit does NOT respond.*
- 3. If you are a resource on a contained fire in mop-up stages and there are other resources on the scene OR the fire is secure (be CERTAIN it is!) then contact the IC, inform them of the pending response, and receive acknowledgement that you are clearing their scene and responding to another call.*



Zone 1 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Broadview
- Fuego
- Laurel
- Molt
- Billings

Communications Plan

HOST DEPARTMENT	1 ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1 ST)
BROADVIEW	Broadview Tactical	DES WEST
FUEGO	Fuego Tactical	DES WEST-DES EAST
MOLT	Molt Direct	Molt Repeater-DES WEST
LAUREL	Laurel Repeater	DES WEST-DES GREENO



Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Dean Creek (North)
- ✓ Park City (Central-West)
- ✓ Bull Mountain (North)
 - ✓ BLM
- ✓ Shepherd (North-East)

Zone 2 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Laurel
- Blue Creek
- Billings
- Lockwood

Communications Plan

HOST DEPARTMENT	1 ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1 ST)
-----------------	---	---

LAUREL	Laurel Repeater	DES WEST-DES GREENO
BLUE CREEK	Blue Creek Tactical	DES WEST-DES GREENO



Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Joliet (West)
- ✓ Edgar (South and West)
- ✓ BIA (South and West)
- ✓ Park City (West)
 - ✓ BLM
 - ✓ USFS

Zone 3 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Blue Creek
- Lockwood
- Haley Bench



- Billings

Communications Plan

HOST DEPARTMENT	1 ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1 ST)
BLUE CREEK	Blue Creek Tactical	DES WEST-DES East
LOCKWOOD	Lockwood 1	DES West-DES East
HALEY BENCH	Haley Bench Tactical	DES East-DES West

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request

- ✓ Worden (North-East)
- ✓ Laurel (West-South)
 - ✓ BIA
 - ✓ BLM

Zone 4 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO



STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Worden
- Shepherd
- Lockwood
- Haley Bench
- Billings
- Custer

Communications Plan

HOST DEPARTMENT	1 ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1 ST)
-----------------	---	---

WORDEN	Worden Tactical	DES East
CUSTER	Custer Tactical	DES East-DES Custer
HALEY BENCH	Haley Bench Tactical	DES East
LOCKWOOD	Lockwood 1	DES West-DES East

Adjacent Responder Options through the DNRC FDO or by Mutual Aid Request



- ✓ Bighorn County (South Side of the Hills)
 - ✓ BLM
 - ✓ BIA
- ✓ Laurel (West Side)

Zone 5 Staffed Station Responders

In No Particular Order-ALL STAFFED STATION UNITS GO

STAFFED STATION RESPONDERS ARE IN ADDITION TO THE DEPARTMENT BEING PAGED

- Shepherd
- Worden
- Custer
- Billings

Communications Plan

HOST DEPARTMENT	1 ST CONTACT CHANNEL (THEN DIRECTED TO A COLOR)	BACKUP CHANNEL (IF NO CONTACT ON 1 ST)
SHEPHERD	Shepherd Tactical	DES East-DES West
WORDEN	Worden Tactical	DES EAST-DES WEST
CUSTER	Custer Tactical	DES East-DES Custer



Adjacent Responder Options through the FDO or by Mutual Aid Request

- ✓ Fuego (West Side)
 - ✓ Lockwood
 - ✓ Blue Creek
- ✓ Bull Mountain (North and West End)
 - ✓ Hawk Creek (Central-East End)
 - ✓ Melstone (North and East End)
 - ✓ BLM
- ✓ Treasure County (Far East)

Payments and Reimbursements

This program is operated by the Montana DNRC who directly interfaces with individual Fire Departments. All payments and reimbursements for time, fuel, department equipment payments, operating expenses, and all other realized costs as a result are organized by the Montana DNRC directly with the various Fire Departments participating. To obtain further information, contact Montana DNRC Southern Land Office regarding pre-season meetings and what training and qualifications are required, payments or reimbursements are available, what documentation is required, when, and other such details.

Activation/Coordination of Staffed Station

Station staffing is activated by the Montana DNRC. Individual Fire Departments wishing to staff may contact the DNRC Southern Land Office directly with requests for staffing.



Coordination of staffing, response to fires, etc. of staffed station resources is at the discretion of the DNRC Fire Duty Officer. Arrangements for use of staffed station resources for mop-up, relief of existing forces, nightshift staffing, patrol of old fires, lightning patrols, etc. should be coordinated with the DNRC Fire Duty Officer.

Additional Resource Requests Procedure

Mutual Aid: Contact Fire Dispatch (or Laurel Dispatch) to place the request. Specify the departments to be requested and what resources and how many you are asking. Provide the command channel you are using.

County-Wide Mutual Aid: This may be requested by members party to the county-wide mutual aid agreement. This is available by contacting Fire Dispatch and specifying the types of equipment you wish to receive and indicating what channel you are working on.

Staffed Station Resources: Contact the DNRC Fire Duty Officer to request additional staffed station resources for such things as backfill, extra slots, etc. Fire Dispatch, nor the Yellowstone County Fire Warden or County Fire Chief, coordinates staffed station resource allocations.

Resources Not Otherwise Available: Including aviation, hand crews, logistical needs, additional engines, incident management etc.-Contact the DNRC Fire Duty Officer.

Staffed Station Staffing Allocations and Backfill: Contact the DNRC Fire Duty Officer.

-END-

STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT
BETWEEN THE STATE OF MONTANA
AND Yellowstone COUNTY

THIS STATE/COUNTY COOPERATIVE FIRE PROTECTION AGREEMENT (AGREEMENT) is made and entered into by and between Yellowstone County, (COOPERATOR), and the Montana Department of Natural Resources and Conservation, Forestry and Trust Lands Division, (DEPARTMENT), and effective the _____ day of _____, 20 ____.

The purpose of this Agreement, when signed by both parties and accompanied by a written wildland fire management plan, (PLAN), is to satisfy the requirements of Montana Code Annotated (MCA) sections 7-33-2202(4)(b), 7-33-2210, 76-13-104 and 76-13-136.

WHEREAS, State Fire Policy acknowledges that it is a priority to minimize property and resource loss resulting from wildfire and to minimize expense to Montana taxpayers, which is generally accomplished through an aggressive and rapid initial attack effort;

WHEREAS, it is to the advantage of all Montana's citizens for the DEPARTMENT and the COOPERATOR to work together on matters of wildland fire protection. MCA sections 76-13-101 and 76-13-115(3) encourage the cooperation of state, public, and private agencies in the protection and conservation of Montana's natural resources, range and water;

The parties to this Agreement, in consideration of the mutual covenants and stipulations set out herein, agree to the terms outlined below:

1. The COOPERATOR shall appoint a Firewarden pursuant to Montana Code Annotated section 7-33-2215. The Firewarden shall work directly with the DEPARTMENT in accordance with the requirements of the PLAN.
2. The COOPERATOR is authorized to annually appropriate funds pursuant to Montana Code Annotated section 7-33-2209. The COOPERATOR shall use these funds in accordance with the requirements of the PLAN.
3. The COOPERATOR shall implement the PLAN by performance of the functions described in Montana Code Annotated section 7-33-2202. The COOPERATOR may exercise the powers authorized by Montana Code Annotated sections 7-33-2205, 7-33-2206 and 7-33-2208.
4. The COOPERATOR is solely responsible for the proper use, protection, maintenance, and care of the equipment and supplies loaned under this Agreement.
5. The COOPERATOR agrees to make the loaned equipment available for use on private and public ownership for the protection from fire as set forth in Montana Code Annotated sections 76-13-104, and 76-13-136, and when requested by the DEPARTMENT'S representative. Incidental use on any type of fire or other emergencies which threaten loss of life or property is proper providing that this equipment is available and primarily used for fire duties as set forth in Montana Code Annotated sections 76-13-104 and 76-13-136. Refusal or neglect to make this equipment available for use on such fires without good and sufficient cause shall be grounds for termination of this Agreement by the DEPARTMENT.
6. The COOPERATOR shall maintain and make necessary repairs to the said equipment and component parts thereof so that it is kept in good, serviceable and safe repair.
7. The COOPERATOR will assure that all operators of the equipment covered by this Agreement meet the appropriate minimum driver's license requirements per Montana State law, adhere to state law and are members of either a County Government, Rural Fire District, County Volunteer Rural Fire Department, Fire Service Area, Volunteer Fire Company, or Municipal Fire Department.

8. The COOPERATOR shall provide or ensure workers compensation insurance coverage on drivers, passengers or workers using or working with any equipment loaned under this agreement.
9. COOPERATOR acknowledges and agrees that the equipment or supplies loaned under this agreement carry no express or implied warranty and, on behalf of itself and its agents, successors and assigns, agrees that it shall make no claim against the DEPARTMENT, the State of Montana or the Federal Government based upon any defect, whether apparent or not, in such loaned equipment or supplies.
10. The COOPERATOR agrees to indemnify, defend and hold the DEPARTMENT, and the Federal Government – as the owner of federal excess property - harmless from any and all claims, or causes of action arising out of the use or condition of the equipment or supplies loaned under this Agreement.
11. The COOPERATOR agrees to permit and assist in inventory and inspection of fire equipment procured under this Agreement as may be necessary to promote the effective use of this equipment, whether it be State-owned or Federal excess property.
12. The COOPERATOR will assume the cost for any damaged miscellaneous equipment, such as separate pumps, hose, tools, and supplies that were not loaned or supplied by the DEPARTMENT.
13. The COOPERATOR shall report all wildland fires to the DEPARTMENT in accordance with provisions set forth in the PLAN.

The DEPARTMENT shall:

1. The DEPARTMENT shall, as funds permit, provide assistance to the COOPERATOR in accordance with the requirements of the PLAN. Resources made available to the COOPERATOR to assist the DEPARTMENT with its duty pursuant to Montana Code Annotated section [76-13-104\(1\)\(a\)](#) shall comply with the stipulations set forth in this agreement and the PLAN.
2. The DEPARTMENT will loan specific items of firefighting equipment, when such equipment is available, to the COOPERATOR in accordance with the mutually established PLAN and its amendments, and applicable Federal laws, rules and regulations.
3. The DEPARTMENT will maintain an inventory of the equipment made available through this Agreement.
4. The DEPARTMENT will assume the costs for property damage to the loaned equipment only.

NOW, THEREFORE, it is mutually agreed:

1. It is mutually agreed that both parties shall meet annually to review this Agreement and the PLAN. The DEPARTMENT shall schedule the annual meeting and shall notify all affected parties of the date and location of the meeting.

2. The proper identification of the equipment as cooperative fire equipment, and as federal or state property, if applicable, will be maintained and the equipment will not be sold, junked, rented, traded, given away, or otherwise disposed of, nor is personal use to be allowed. No disassembly of equipment or removal of parts is allowed without prior approval of the DEPARTMENT. All State or Federal property is to be painted and marked in accordance with State statutes or STATE'S instructions.
3. Title to all equipment loaned under this Agreement will remain with the State of Montana or the Federal government. All state owned vehicles will bear the permanent Montana Agency license plate furnished by the State without charge.
4. Loss, damage, or destruction of State- or Federally owned equipment by fire, collision, theft, or any other means, will be reported immediately to the DEPARTMENT with signed affidavit showing loss, cause and recovery action attempted by the COOPERATOR. Accidents involving State- or Federally owned equipment must be reported immediately by the COUNTY to the STATE on forms provided for that purpose. Federal policy requires investigation to determine the cause of negligence, if any.
5. Items of equipment covered by this Agreement no longer needed by the COUNTY will be reported to the DEPARTMENT, who will determine disposition.
6. If this Agreement between the DEPARTMENT and the COOPERATOR is terminated by either party, all equipment provided by the DEPARTMENT will be returned to the DEPARTMENT.
7. Any equipment owned and installed by the COOPERATOR remains the property of the COOPERATOR and should be removed prior to returning the equipment to the DEPARTMENT.
8. It is mutually agreed that this Agreement may be terminated at any time by mutual consent of the parties. In the absence of mutual consent, either party may terminate this Agreement on June 30 of any year by giving written notice to the other party on or before June 1 of that year. Unless terminated in accordance with this provision, this Agreement will continue in full force and effect for an additional period of one year beginning July 1 of each year.

COUNTY OF Yellowstone:

DEPARTMENT OF NATURAL RESOURCES AND
CONSERVATION:

BY _____

BY _____
Land Office Area Manager

BY _____

BY _____

BY _____

B.O.C.C. Regular

4. a.

Meeting Date: 06/18/2026

Title: USICG (Hildi Inc.) Consulting Contract

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

USI Consulting Group, Inc (formerly Hildi Inc) Actuarial Consulting Contract.

BACKGROUND:

USI Consulting Group, Inc (formerly Hildi Inc) provides Actuarial Services for our GASB 75 Requirements, which are necessary in order to complete our annual comprehensive financial report (ACFR). A new contract is entered into every two years.

RECOMMENDED ACTION:

Approve.

Attachments

USICG (Hildi, Inc) Consulting Actuaries Contract for 7/1/26-6/30/28

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated June 4, 2026 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the "Consultant") and Yellowstone County with offices located at 316 North 26th, Room 3401, Billings, MT 59101 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties".

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by

Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder.

Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.
14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or

certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Jennifer Jones
Finance Director
Yellowstone County
316 North 26th, Room 3401
Billings, MT 59101

If to Consultant: USI Consulting Group, Inc. (USICG- earlier as **Hildi Inc.**)
8000 Norman Center Drive
Suite 400
Bloomington, MN 55437
Attn: Noel Johnson, FSA
Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: Yellowstone County

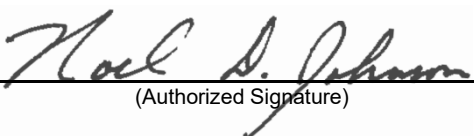
Consultant: USICG (earlier as Hildi Inc.)

By: _____
(Authorized Signature)

Name: Jennifer Jones
(Print or Type)

Title: Commissioner
(Print or Type)

Date: _____

By:  _____
(Authorized Signature)

Name: Noel Johnson, FSA

Title: Consulting Actuary

Date: June 4, 2026

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	July 1, 2026	June 30, 2028

Base Fees

The approximate budget for USICG consulting services is as follows:

	2026-2027 Fiscal Year	2027-2028 Fiscal Year
GASB 75	\$3,550	July 1, 2026 actuarial valuation to be used as the base results for this fiscal year. GASB 75 disclosures to be developed for the year ending June 30, 2028. Approximately \$975

Optional: GASB 75/73/101 consulting review on the true-up benefit payment calculations. Each fiscal year it is possible for some additional fees to occur due to this request from the Company/Client on this important calculation.

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested.
- A results meeting by conference call or video call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an auditor request, OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

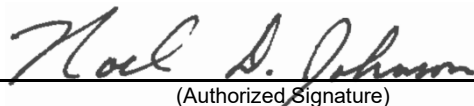
SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated June 4, 2026.

Company: Yellowstone County

Consultant: USICG (earlier as Hildi Inc.)

(Authorized Signature)



(Authorized Signature)

(Date)

June 4, 2026

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

B.O.C.C. Regular

4. b.

Meeting Date: 06/18/2026

Title: ARPA Minimum Allocation Grant (MAG) - Draw #9 & 10

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

ARPA Minimum Allocation Grant (MAG) - Draw Request #9 & 10

BACKGROUND:

Yellowstone County is the pass through for Worden Ballantine Water & Sewer District's ARPA Minimum Allocation Grant. This is the request for funds that will be submitted to the DNRC ARPA Program for invoices that they have already paid.

RECOMMENDED ACTION:

Approve

Attachments

ARPA MAG - Draw 9

ARPA MAG - Draw 10

Yellowstone County



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

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

June 18, 2026

Christalle Thompson, ARPA Grant Specialist
Montana Department of Natural Resources & Conservation
Via: EMAIL

Subject: Yellowstone County Worden-Ballantine Water & Sewer District Water System Improvements
Request for Relief

Dear Christalle :

Yellowstone County seeks relief from ARPA Grant Agreement AM-22-0063, Section 7, which states that the Subrecipient agrees to submit documentation of its grant expenses to receive reimbursement from DNRC. While the district is anxious to pay our vendors on the project, the district does not maintain reserves for expenditures as large as those that the vendors require.

Invoices from the District accompany this letter to indicate which invoices were submitted with AM-22-0063 **Draw #9 for \$582,653.53** . Those expenses shown without warrant numbers have not been paid to date.

The district understands and will comply with the requirement to pay vendors within 7 days of receipt of the funds from DNRC and will provide documentation of that payment within 10 days of receipt of funds from DNRC.

Thank you for promptly releasing funds to Worden-Ballantine Water & Sewer District.

Sincerely,

Mark Morse
Commissioner

[illegible]

Yellowstone County



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

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

June 18, 2026

Christalle Thompson, ARPA Grant Specialist
Montana Department of Natural Resources & Conservation
Via: EMAIL

Subject: Yellowstone County Worden-Ballantine Water & Sewer District Water System Improvements
Request for Relief

Dear Christalle :

Yellowstone County seeks relief from ARPA Grant Agreement AM-22-0063, Section 7, which states that the Subrecipient agrees to submit documentation of its grant expenses to receive reimbursement from DNRC. While the district is anxious to pay our vendors on the project, the district does not maintain reserves for expenditures as large as those that the vendors require.

Invoices from the District accompany this letter to indicate which invoices were submitted with AM-22-0063 **Draw #10 for \$340,973.36**. Those expenses shown without warrant numbers have not been paid to date.

The district understands and will comply with the requirement to pay vendors within 7 days of receipt of the funds from DNRC and will provide documentation of that payment within 10 days of receipt of funds from DNRC.

Thank you for promptly releasing funds to Worden-Ballantine Water & Sewer District.

Sincerely,

Mark Morse
Yellowstone County Commissioner, Chair

B.O.C.C. Regular

4. c.

Meeting Date: 06/18/2026

Title: Revised - Court House Security Equipment with OCA

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Revised Interagency Agreement between the Office of the Court Administrator and Yellowstone County for Court Security.

BACKGROUND:

There was an error on the State's part - they have sent a revised copy of the agreement for signature.

Section A is decreasing by \$802.63, from \$10,436.65 to \$9,634.02. The other sections remain the same.

RECOMMENDED ACTION:

Approve or deny.

Attachments

Revised Interagency agreement with the Office of the Court Administrator

INTERAGENCY AGREEMENT

This agreement is entered into by and between the Office of the Court Administrator (hereinafter referred to as OCA), the 13th Judicial District and Yellowstone County (hereinafter referred to as the County).

THE PARTIES OF THIS AGREEMENT, AND IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AGREE AS FOLLOWS:

The OCA, hereby enters into this Interagency Agreement to allocate funding to the County for the purpose of improving court security.

DUTIES AND RESPONSIBILITIES OF THE COUNTY:

To ensure that the obligations are met, the county agrees to the following:

1. The county agreed to a security review in partnership with OCA's court security specialist, which has been completed prior to signing this agreement.
2. The county will purchase and install the equipment identified and OCA will reimburse Yellowstone County within 30 days of purchase.

ALLOCATION OF FUNDS:

The OCA shall authorize Yellowstone County spending authority as follows:

- A. Yellowstone County shall purchase equipment totaling \$9,634.02 to be allocated as follows:
 - a. The County will purchase 33 tablets, along with charging equipment and protective cases to serve judges and authorized staff for remote access to District Court security camera feeds in Yellowstone County Courthouse.
 - b. The purchased devices will remain property of the County.
 - c. The County will connect the tablets to the county network for streaming District Court security feeds via the Wisenet WAVE application.
 - d. The County will provide ongoing operational support for the 33 tablets, including maintaining security updates and protocols.
 - e. Ensure all tablets remain dedicated to the viewing of security camera feeds and are not repurposed for non-judicial use.
 - f. The County's IT department will serve as the primary helpdesk for District Court Judges and staff, for issues related to the security camera system and related components, including tablets.
 - g. The County will not be responsible for replacing the tablets.
 - h. State employees shall not remove tablets from the courthouse or use the tablets for any other use besides viewing security camera feed without prior authorization from the County.
- B. Yellowstone County shall purchase equipment totaling \$802.63 to be allocated as follows:

- a. The County will purchase 9 Nightlock Lockdown 2 devices at a cost of \$765.00 collars
 - b. Shipping for the 9 devices would be \$37.63.
 - c. The 9 devices would be placed in:
 - 1. Courtroom 401 (inner airlock door)
 - 2. Courtroom 403 (inner airlock door)
 - 3. Courtroom 414 (inner airlock door)
 - 4. Courtroom 506
 - 5. Courtroom 509
 - 6. Courtroom 515
 - 7. Courtroom 518
 - 8. Courtroom 606 (from Courtroom into Chambers)
 - 9. Courtroom 608
- C. Funds from the OCA for the security grant may not be used to supplant funding for security related programming/services currently being utilized in the County.

TIME OF PERFORMANCE:

For Part A in Allocation of Funds:

This part of the agreement will remain in place for the life of the 33 tablets, approximately 5-7 years, or until new technology is introduced to provide the District Courts access to security feeds, or a new agreement is put in place.

For Part B in Allocation of Funds:

This part of the agreement shall take effect on June 8, 2026 and shall terminate on June 8, 2027 unless terminated earlier in accordance with terms of this Agreement.

Liaison

The liaison for the OCA will be the Court Administrator or his designee. Liaison for Yellowstone County will be a member or an appointed designee of the Yellowstone County Board of County Commissioners.

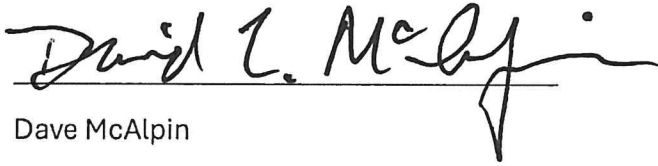
ACCESS AND RETENTION OF RECORDS

- A. Yellowstone County agrees to provide the OCA, the Legislative Auditor or their agents' access to any records concerning this Agreement.
- B. Yellowstone County and the OCA agree to create and retain all records supporting this Agreement for a period of three years after the completion of this Agreement.

The OCA cannot disburse any payments under this Agreement until a fully executed Agreement is returned to the OCA.

SIGNATURES:

Supreme Court Administrator



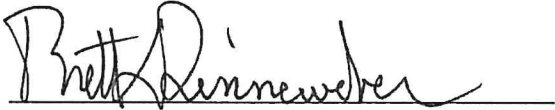
A handwritten signature in black ink, reading "Dave McAlpin", written over a horizontal line.

Dave McAlpin

Chair, Yellowstone County Board of County Commissioners

Mark Morse

District Court Judge, 13th Judicial District



A handwritten signature in black ink, reading "Brett Linneweber", written over a horizontal line.

Hon. Brett Linneweber

B.O.C.C. Regular

4. d.

Meeting Date: 06/18/2026

Title: Request to Expend - Sprinkler Valve Replacement (Courthouse)

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request to Expend - Sprinkler Valve Replacement (Courthouse)

BACKGROUND:

The Facilities Department is requesting Commissioners' approval for the replacement of the deluge valve on the sprinkler system in the Courthouse. The total cost for these services is \$9,870.00. There are sufficient funds in the General Fund - Equipment (4050.000.599.411200.940) account for the requested services.

RECOMMENDED ACTION:

Approve request and return a copy to Finance.

Attachments

RTE - Valve Replacement (Courthouse)



Yellowstone County

Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$5,000.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Replace deluge valve on sprinkler system
at Courthouse

Cost: 9,870.00

Other Costs: _____

Less Trade-in / Discount _____

Net Cost of Request 9,870.00

Explanation of Purchase

Replace weak valve on sprinkler system

Facilities

[Signature]

Department

Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.599.411200.940

Approved: YES ___ NO ___

Budget Balance: \$393,766.95

Tabled: _____

Is this a budgeted item? No

Date: _____

Finance Note: _____

Votes: YES NO

Chairperson _____

Member _____

Member _____

M. Kosh 6/11/26

Purchasing Agent

Date

B.O.C.C. Regular

4. e.

Meeting Date: 06/18/2026

Title: Request to Expend - Courthouse Sprinkler Flushing

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Request to Expend - Courthouse Sprinkler Flushing

BACKGROUND:

The Facilities Department is requesting Commissioners' approval for the cleaning and flushing of the sprinkler pipes in the Courthouse. The total cost for these services is \$9,820.00. There are sufficient funds in the General Fund - Equipment (4050.000.599.411200.940) account for the requested services.

RECOMMENDED ACTION:

Approve request and return a copy to Finance.

Attachments

RTE - Sprinkler Flushing (Courthouse)



Yellowstone County

Request to Expend

This form is to be completed for all Capital outlay requests (a single item costing \$5,000.00 or more or a useful life of at least one year). Please attach all pertinent paperwork with price quotes, if available, and forward to the Purchasing Department with a completed Requisition. The Account Code numbers and budget balance lines must be completed by the requesting Department. Please use the most recent budget report to obtain this information. This date will be verified by the Finance Department. If the item(s) to be purchased are over the budgeted amount or were not budgeted, Commissioner approval is required prior to placing the order.

Item(s) Requested:

Sprinkler Flushing

Cost: 9,820.00/yr

Other Costs: _____

Less Trade-in / Discount _____

Net Cost of Request 9,820.00

Explanation of Purchase

Clean and Flush sprinkler pipes at Courthouse

Facilities

Department

[Signature]
Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 4050.000.544.411200.940

Approved: YES ___ NO ___

Budget Balance: \$393,766.95

Tabled: _____

Is this a budgeted item? No

Date: _____

Finance Note: _____

Votes: YES NO

Chairperson _____

Member _____

Member _____

[Signature]

6/11/26

Purchasing Agent

Date

B.O.C.C. Regular

4. f.

Meeting Date: 06/18/2026

Title: Bridgemont Health & Wellness - Request for PS-MH Mill Levy Funds

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bridgemont Health & Wellness is Requesting \$75,000 of Public Safety-Mental Health Mill Levy Funds

BACKGROUND:

Bridgemont Health and Wellness is requesting \$75,000 of Public Safety Mental Health Mill Levy funds be allocated for the establishment of an intensive case management program in partnership with YCDF and Justice Court. These resources are expected to cover coordination/administrative efforts as well as mitigate the effects of individuals released from YCDF without health insurance. It is estimated that 30-40 individuals could be enrolled annually in the programs with continued monitoring once formally discharged.

RECOMMENDED ACTION:

Refer to letter.

Attachments

Bridgemont Health & Wellness - Request for PS-MH Mill Levy Funds



June 11, 2026

Yellowstone County
Board of County Commissioners
P.O. Box 35000
Billings, MT 59107

Dear Commissioners,

Bridgemont Health and Wellness would ask for your consideration in allocating \$75,000 of Public Safety Mental Health Mill Levy funds to establish an intensive case management program in partnership with the Yellowstone County Detention facility and the Justice Court. Individuals identified by jail medical staff and/or the court could be screened for suitability into numerous Bridgemont programs such as our SUD/mental health co-occurring program, our (pending) medicated assisted treatment program, the transition to housing program (PATH), and also our certified level 4 recovery homes.

These resources would specifically be utilized to cover coordination/administrative efforts as well as mitigate the effects of individuals released from YCDF without health insurance. In our estimation, we could successfully enroll 30-40 individuals annually in our programs with continued monitoring once formally discharged.

Thank you for your consideration. Please don't hesitate to reach out if you have any questions or comments.

Sincerely,

A handwritten signature in blue ink, appearing to read "Rod", is placed above the printed name of the sender.

Rod Ostermiller
CEO - Bridgemont

B.O.C.C. Regular**Meeting Date:** 06/18/2026**Title:** Notice of Intent to Award - Hardrives Construction, 2026 County Crack Seal Project**Submitted For:** Monica Plecker, Public Works Director**Submitted By:** Jay Anderson, Deputy Public Works Director

TOPIC:

Notice of Intent to Award - Hardrives Construction, 2026 County Crack Seal Project

BACKGROUND:

Public Works intends to have approximately 21.74 miles of roads receive crack seal. The work is preventative maintenance necessary to extend the service life of paved roads. Public Works identified existing paved roads near Laurel, Billings Heights, and Shepherd for the works.

Public Works publicly bid the project on the Yellowstone County website and in the Yellowstone County News on May 22, May 29, and June 5, 2026. Bids were opened by the BOCC during the Tuesday, June 9, 2026, weekly meeting. Two bids were received. Hardrives Construction, Inc. submitted the lowest responsive bid in the amount of \$112,202.07. Z&Z Seal Coating, Inc. submitted the other bid in the amount of \$146,126.08.

RECOMMENDED ACTION:

Public Works staff recommends approving the notice of intent to award the contract to Hardrives Construction, Inc. in the amount of \$112,202.07.

AttachmentsBid Tabs & Bid Forms

YELLOWSTONE COUNTY BID TABULATION FORM

Department: Public Works

Date: Tuesday June 9, 2026

Project: 2026 Crack Seal Project

[illegible]

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 of your proposal.

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

Total Bid: \$ 146,126.08 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 _____

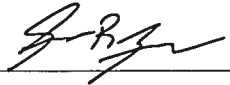
If a Partnership: _____

by _____, partner

If a Corporation:

Z & Z Seal Coating Inc

(a _____ S _____ Corporation)

by  _____ (SEAL &)

Spencer Foster

Title Vice President _____ (ATTEST)

Business Address and Phone Number of Bidder

Po Box 80371 Billings MT 59108 406-860-0718

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

No. _____ Dated _____

No. _____ Dated _____

Submitted this 5th day of June, 20 26.

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.

Montana Contractor #3391

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 of your proposal.

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

Total Bid: \$ 112,202.07 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:

Hardrives Construction

(a S-Corporation Corporation)

by Tim Monroe (SEAL &)

Title Project Manager (ATTEST)

Business Address and Phone Number of Bidder

2908 South 64th Street West Billings, MT 59106 406-672-2412

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

No. _____ Dated _____

No. _____ Dated _____

Submitted this 6th day of June, 2026

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: PAR

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORT - Youth Services Center - 1 Appointment

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PAR

 Employer logo

Yellowstone County Commissioners
RECEIVED

JUN 10 2026

Hire/Personnel Action Form

Employee Information

Employee

Victoria Otis

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F) (5115)	202600419	Full-Time Regular
Person ID	Job Class	Pay Rate
38889868	Juvenile Care Worker (F)	\$25.28
Department	Job Class#	HireDate
Youth Service Center	5115	6/25/26
Division		
N/A		

Comments

2399.000.235.420250.111 100%

Victoria Otis will be replacing Leonard Smith

Her amount of \$25.28 includes her hourly wage of \$24.58 and the overnight differential of \$.70.

Approvals

HUMAN RESOURCES	Kevin Gillen	6/10/26 11:17 AM
FINANCE	JENNIFER JONES	6/10/26 11:39 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Payroll Audit

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Payroll Audit May 16 - May 31, 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Payroll Audit

RECEIVED

JUN 05 2026

PAYROLL AUDIT
May 16 to May 31, 2026

YELLOWSTONE COUNTY
CLERK AND RECORDER

Date: 6/5/2026

To: Board of County Commissioners *Tanya McWilliams*

From: Tanya McWilliams, Deputy Auditor

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

Date	Employee Name	Department	Finding
6/4/26	Dubay, Declan	CA	Fund acct. s/b 2301.122.411100.112, hourly rate s/b \$32.00
6/4/26	Painter, Nicholas	CA	Fund acct. s/b 2301.122.411100.112
6/4/26	Prelip, Alyssa	CA	Fund acct. s/b 2301.122.411100.112
6/4/26	Wynne, Julia	CA	Overtime fund acct. s/b 2301.122.411100.120
6/4/26	Davis, DaizyAnn	Detention	8 hrs. military used not showing in used column employee summary
6/4/26	Vandyke, Brody	Detention	Remove holiday and update accruals
6/4/26	Grimm, William	IT	Correct reg hrs. worked and update accruals
6/4/26	Combs, Mathew	Sheriff	Accruals are incorrect (s=4.05 v=5.10) didn't accrue on whp
6/4/26	Gibbs, Jill	Sheriff	Remove adj. overtime (earns comp time)
6/4/26	Johnson, Tanner	Sheriff	Remove overtime and update comp time balance

6/4/26	Redler, Carol		Sheriff	Comp time over max add comp time cash out
6/4/26	Connelley, Wendelyn		YSC	Overtime rate s/b \$25.28

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - DUI Task Force May 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Board Minutes



Yellowstone County DUI Task Force
PO Box 20982
Billings, MT 59104

Yellowstone County DUI Task Force AOD Symposium Planning Meeting
Thursday, May 21, 2026

Present: Jenna Solomon, Gabby Thompson, Andrew Loken, Kevin Holland, Brandon Ihde, Monty Wallis, Bob Drake, Travis Sylvester, Karen Sylvester, Darla Tyler-McSherry.

Brandon called the meeting to order at 11:15 AM.

The group discussed the possibility of having Jermaine Galloway serve as a keynote for the May 2027 event. The group considered the cost to be a major factor in this consideration. Andrew made a motion to not proceed in trying to secure a contract with Jermaine Galloway for our 2027 event. Kevin seconded the motion. Motion approved.

As we are in the preliminary planning stage, attendees agreed the opening keynote should set the tone and energy for the entire event. We will continue to explore to identify a keynote. Other possibilities for this event include a "State of the State" session featuring a panel of local and statewide experts. People mentioned include Captain O'Donnell, a representative from the Attorney General's office, an epidemiologist, and CEO John Forte from RiverStone Health, among others. The group also discussed the possibility of a victim impact panel.

The Task Force discussed a new networking opportunity on Thursday evening by hosting an After Hours Social. Vinnie Montez was mentioned as a possibility to include in this event and/or in the regular Symposium schedule www.vinniemontez.com. Darla will follow up on pricing and availability information. The group discussed potential venues for an After-Hours Social event-including the Ballroom in the DoubleTree Hilton, where we already have the space secured. Other locations mentioned include the Pub Station and Thirsty Street. It was noted to have this add-on event within walking distance of the DoubleTree.

Other possible topics/presenters include Officer Combs from Billings Police; Dominic Syracuse, and Brandon will reach out to the person who has the enclosed trailer containing the car that was hit by an impaired driver and resulted in the occupants' deaths.

Discussion also included moving funding opportunities away from specific events within the Symposium and more towards a Bronze/Silver/Gold/Platinum level. No amounts were discussed. The group briefly considered potential sponsors to reach out to, including Axiom Body Camera.

Meeting adjourned at 11:56 PM.



Yellowstone County DUI Task Force
PO Box 20982
Billings, MT 59104

Yellowstone County DUI Task Force Meeting Minutes May 21, 2026

Present: Cameron Farrell-Fox, Gabby Thompson, Andrew Loken, Kent O'Donnell, Jenna Solomon, Monty Wallis, Bob Drake, Shaun Pisk, Brandon Ihde, Kevin Holland, Mike Yakawich, Karen Sylvester, Travis Sylester, Brennen Plucker, Darla Tyler-McSherry.

Excused: Sam Atwood, Brandon Gatlin, Ben Milam, Sam Morris, Haley Swan, Kacy Keith.

Brandon called the meeting to order at 12:04 PM. Members received the April meeting minutes via email. Monty made to approve the April meeting minutes without changes. Bob seconded. Motion approved.

Brandon asked about new Disclosures of Conflicts of Interest. None were reported at this time.

Task Force members received the latest Budget Reports via email prior to the meeting. Darla summarized the one-page Budget and Cash report. No questions were brought forward at this time.

Travis provided the social media report. He noted they have an influx of youth-focused messages as that age group is disproportionately represented in impaired driving crashes. They will utilize messages from the National Highway Traffic Safety Administration (NHTSA) for the "100 Deadliest Days on the Road" and also utilize their messages specifically around Memorial Day and the 4th of July. No questions were brought forward at this time.

The Request for Proposals (RFP) for the July 1-December 31, 2026, cycle is due June 1. The applications must address the following three (3) criteria: 1) the event/project must take place within Yellowstone County; 2) define the nexus between the project and DUI, whether interdiction, treatment, or prevention; and 3) include a detailed budget. The applications will be reviewed and voted on at the June 18 meeting.

The group discussed having a presence at local 4th of July events. Haley and Gabby will spearhead our presence at the Laurel parade. Captain O'Donnell motioned to support our efforts at these events for up to \$300. Karen seconded. Motion approved.

Darla will send a link to Task Force members to review apparel options through Sanmar. We can order through Kacy. If interested, Task Force members will pay for their own apparel piece(s), and the Task Force will pay for our logo placed on it.

Darla provided a summary of the meeting for the Collective with Impaired Driving Solutions, a division of All Rise, partnering with the National Highway Traffic Safety Administration (NHTSA). Yellowstone County and Gallatin County were selected as two of the sites for this initiative, which is to explore and define best practices for a toolkit for treatment courts for impaired driving offenders. If Task Force members are interested in attending these quarterly meetings, please let Darla know and she will forward your contact information.

Brandon provided a summary of the AOD Symposium Planning Meeting held one hour prior to our regular meeting. The group decided not to bring Jermaine Galloway back for our 2027 event. We discussed different components that we've not had in previous years, including a panel of local and statewide experts to discuss "The State of the State" regarding impaired driving. Other suggestions included a Thursday evening After Hours Social program, with a suggestion to explore having Vinnie Montez (www.vinniemontez.com) as a presenter. Other names also suggested for the Symposium include Rocky Herron and Dominic Syracuse. Brandon is attending the North Dakota Symposium in a couple of weeks and will bring back ideas for presenters and/or topics.

With increasing fuel costs, Brandon asked the Board to consider removing the previously approved cap of \$200 to help support his travel costs to the North Dakota Symposium. Captain O'Donnell made a motion to remove the price caps and reimburse his produced receipts for travel. Karen seconded the motion. Motion approved.

Mike Yakawich presented information on the 27th March Against Drugs and Violence event scheduled for Saturday, July 11. The Task Force will be on the event's t-shirts. Monty motioned to approve the requested \$250 support. Bob seconded. Motion approved. Darla will check with County Finance to see if we can have this come from our Public Relations line. Darla will send Mike our updated logo.

Darla received information that this year's Ales for Trails event will take place one week earlier than its usual early September date, and this year's organizer inquired about the Task Force again having its presence. This year, it will take place at Zoo Montana on Friday, August 28. The Task Force agreed we will have presence. Volunteers include Kevin, Shaun, and Darla. Darla will check with Kacy regarding securing donated bottled water.

Brandon noted the current Sylvestri contract will expire at the end of July. Travis stated he would not seek a price increase. Monty made a motion to renew the Sylvestri Customization contract beginning August 1, 2026, through July 31, 2027. Kevin seconded. Motion approved. It is noted that Karen Sylvester abstained from voting on this matter. Brandon will get the contract updated and submitted to the Commissioners for signature.

Andrew noted he will be out of the office with the upcoming birth of his child, and he will have Ryan, the new STEER Court coordinator, attend meetings in his absence.

In June, due to the RFP review and vote, the meetings will take place:

Thursday, June 18 11:00-11:30 AOD Symposium Planning

Thursday, June 18 11:30-1:00 Regular meeting

Lunch will be provided at the Regular Meeting

Sylvestri Customization offered participation incentives through their Facebook engagement. The DUI Task Force won a \$50 Papa John's gift card for our participation. Pizza choices at the June meeting will include Pepperoni, Hawaiian, Supreme, and more.

Brandon asked for a motion to adjourn. Andrew motioned to adjourn the meeting. Jenna seconded. Motion approved.

Meeting adjourned at 12:58 PM.

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Detailed Cash Investment Report May 2026

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report May 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

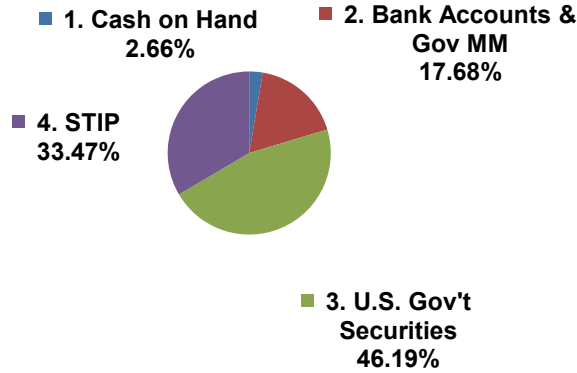
Attachments

Detailed Cash Investment Report May 2026

YELLOWSTONE COUNTY INVESTMENT POOL
DETAILED CASH INVESTMENT REPORT
May, 2026

MONTH-END PORTFOLIO MIX

Investment Pool



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	8,987,228.82	2.66%	N/A
2. Bank Accounts & Gov MM	59,688,265.55	17.68%	Varies
3. U.S. Gov't Securities	155,946,083.91	46.19%	1.75 - 5.1%
4. STIP	113,000,000.00	33.47%	3.860%
TOTAL	337,621,578.28	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	266,859,853	3.93%
May-26	31	887,822	266,859,853	3.92%
June-26	30	0	0	#DIV/0!
TOTAL Y-T-D	365	10,180,436	278,002,068	3.66% YTD AVE

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT NARRATIVE
May, 2026

MARKET TREND

A comparison of Treasury yield from prior month and prior year:

	<u>05/31/26</u>	<u>04/30/26</u>	<u>YIELD</u> <u>CHANGE</u>	<u>Last year</u> <u>5/31/2025</u>
90 day	3.69	3.68	0.01	4.36
1 year	3.79	3.72	0.07	4.11
2 year	3.98	3.88	0.10	3.89
3 year	4.06	3.91	0.15	3.87
5 year	4.13	4.02	0.11	3.96

MARKET CONDITIONS

Rates remained relatively unchanged from last month.

INVESTMENT ACTIVITY

Two new purchases were made in May, while two matured and one was called early.

Respectfully submitted,

Jen Jones
Yellowstone County Finance Director

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
May, 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	0.00	0.00	0.00	0.00	3.000%	100.000000	3.000%	MAY/NOV	45,000.17	1(b)	3130AMAW2
FHLB	D.A. DAVIDSON	05/27/21	5 Yrs	05/27/26	0.00	0.00	0.00	0.00	1.750%	100.000000	1.750%	MAY/NOV	30,000.00	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		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		(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	115,625.00	(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)	3136GA7G0
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		(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	57,000.00	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	115,625.00	(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	58,050.00	(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		(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		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		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		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		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		26	3136GAXC8
FHLB	D.A. DAVIDSON	04/10/25	5 Yrs	04/10/30	0.00	0.00	0.00	0.00	4.550%	100.000000	4.550%	APR/OCT	10,616.67	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	66,450.14	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	3136GATT74
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		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		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	67,812.50	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
FNMA	D.A. DAVIDSON	05/05/26	5 Yrs	05/05/31	3,000,000.00	0.00	0.00	3,000,000.00	4.400%	100.000000	4.400%	MAY/NOV		19	3136GDA03
FNMA	BUCHANAN CAP	05/12/26	5 Yrs	05/12/31	4,000,000.00	0.00	0.00	4,000,000.00	4.220%	100.000000	4.220%	MAY/NOV		31	3136GDAN0
STIP	STATE OF MONTANA		VAR		113,000,000.00			113,000,000.00	3.860%				299,586.83		
	GOV MM/ BANK ACCOUNTS		DAILY		59,688,265.55			59,688,265.55	Varies				29,163.18		
CASH ON HAND					8,987,228.82			8,987,228.82	N/A				(8,808.16)	Fees-WFB-Curr Mo	

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
May, 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. #
TOTAL INVESTABLE CASH:					338,175,494.37	(553,916.09)	0.00	337,621,578.28					886,121.33	Ties to Treas Report Col O	
							cross foot	337,621,578.28							886,121.33
								0.00							0.00
							From daily activity	337,621,578.28							
								0.00							
														0.46	155,946,083.91
														0.33	113,000,000.00
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														0.20	68,675,494.37
k) 2 year no call then continuous														1.00	337,621,578.28

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 31 - One-time call 5.12.2028

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.

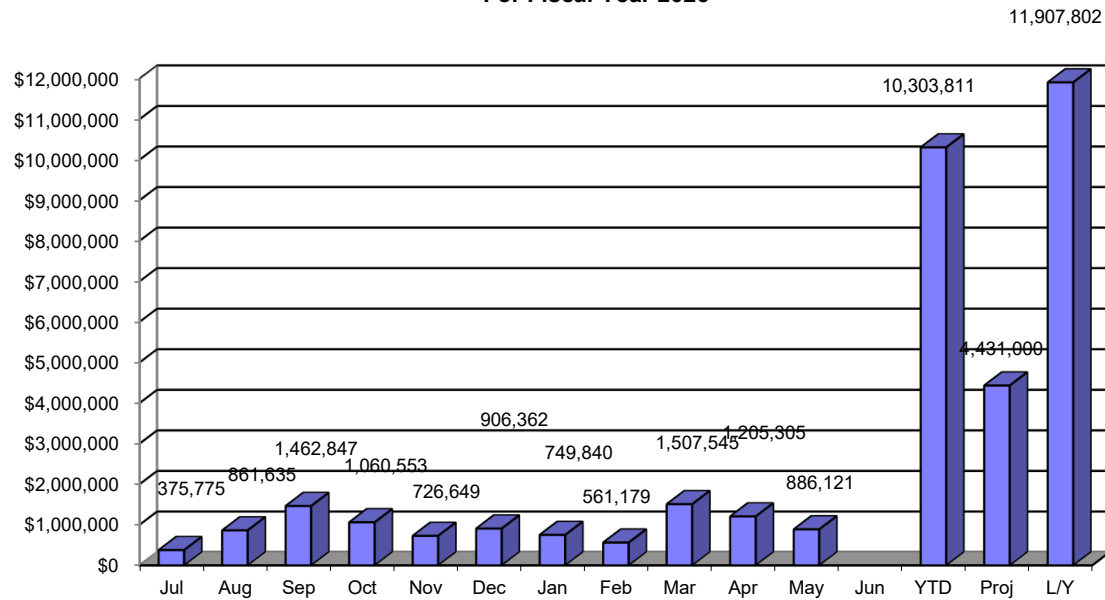
This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

YELLOWSTONE COUNTY INVESTMENT POOL

May, 2026

INTEREST COLLECTIONS

For Fiscal Year 2026



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	886,121.33
Jun	
YTD	10,303,810.83
Proj	4,431,000
L/Y	11,907,802

YELLOWSTONE COUNTY INVESTMENT POOL
INTEREST EARNINGS COMPUTATION (3 YR REVIEW)
May, 2026

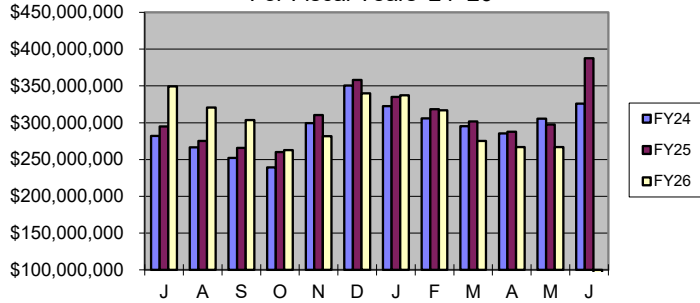
<u>MO</u>	<u>YR</u>	<u>Days in</u> <u>Month</u>	<u>ACCR INT</u> <u>Beq of Month</u>	<u>ACCR INT</u> <u>End of Month</u>	<u>CHANGE</u>	<u>INTEREST</u> <u>COLLECTED</u>	<u>INTEREST</u> <u>EARNED</u>	<u>DAILY CASH</u> <u>BALANCE</u>	<u>AVE RATE</u> <u>OF RETURN</u>
7	23	31	805,282	1,532,061	726,779	214,248	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	266,859,853	3.93%
5	26	31	1,664,243	1,665,943	1,701	886,121	887,822	266,859,853	3.92%
6	26	30	1,665,943		(1,665,943)		(1,665,943)	#DIV/0!	
FY26		365				10,304,110	8,514,493	301,926,261	2.82%

YELLOWSTONE COUNTY INVESTMENT POOL COMPARISON GRAPHS (3 YR REVIEW)

May, 2026

AVERAGE INVESTABLE CASH

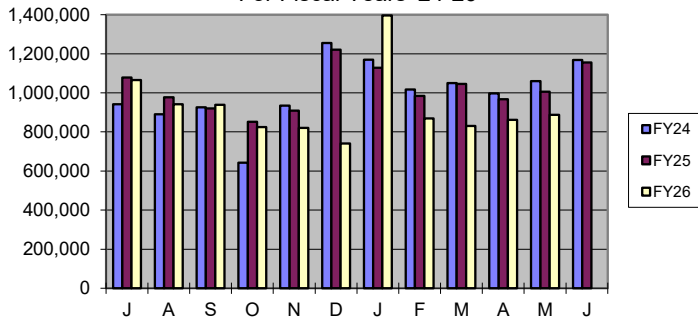
For Fiscal Years '24-'26



	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	266,859,853
M	305,671,912	297,512,425	266,859,853
J	325,892,052	387,767,863	0

INTEREST EARNINGS

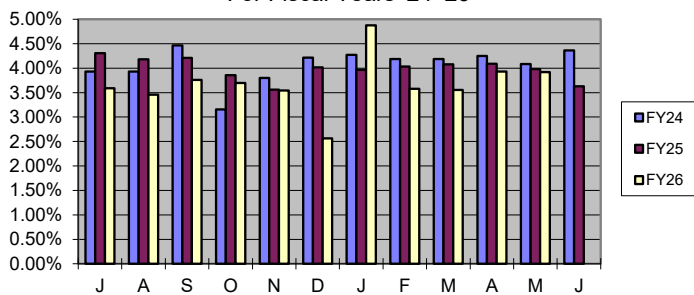
For Fiscal Years '24-'26



	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	887,822
J	1,168,503	1,155,816	0
	<u>12,052,849</u>	<u>12,245,627</u>	<u>10,180,437</u>

INVESTMENT YIELD

For Fiscal Years '24-'26



	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%	3.93%
M	4.08%	3.98%	3.92%
J	4.36%	3.63%	#DIV/0!

YELLOWSTONE COUNTY INVESTMENT POOL
STIP INVESTMENTS & SD7 Segregated Bond Proceeds Account
May, 2026

										NOTE 1	Combined Investment Value		Daily Net Yield								TOTAL INTEREST EARNED
Date	Activity POOL	Activity SD7-Laurel ELEM	Activity	Activity	Activity	Activity	Balance Seq POOL	Acct-Non STIP SD7-Laurel ELEM						Interest POOL	Interest SD7						
Beg Bal							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8624620	9,206.42		0.00	0.00	0.00	0.00	9,206.42	
1							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8624605	9,206.41		0.00	0.00	0.00	0.00	9,206.41	
2							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8624605	9,206.41		0.00	0.00	0.00	0.00	9,206.41	
3							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8647938	9,211.97		0.00	0.00	0.00	0.00	9,211.97	
4							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.9398409	9,390.85		0.00	0.00	0.00	0.00	9,390.85	
5							87,000,000.00	0.00	0.00	0.00	0.00	87,000,000.00	3.8653045	9,213.19		0.00	0.00	0.00	0.00	9,213.19	
6	(4,000,000.00)						83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8860927	8,836.87		0.00	0.00	0.00	0.00	8,836.87	
7							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8587570	8,774.71		0.00	0.00	0.00	0.00	8,774.71	
8							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8587570	8,774.71		0.00	0.00	0.00	0.00	8,774.71	
9							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8587570	8,774.71		0.00	0.00	0.00	0.00	8,774.71	
10							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8612656	8,780.41		0.00	0.00	0.00	0.00	8,780.41	
11							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.9184277	8,910.40		0.00	0.00	0.00	0.00	8,910.40	
12							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8555585	8,767.43		0.00	0.00	0.00	0.00	8,767.43	
13							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8452690	8,744.04		0.00	0.00	0.00	0.00	8,744.04	
14							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8618423	8,781.72		0.00	0.00	0.00	0.00	8,781.72	
15							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8618423	8,781.72		0.00	0.00	0.00	0.00	8,781.72	
16							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8618423	8,781.72		0.00	0.00	0.00	0.00	8,781.72	
17							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.8632147	8,784.84		0.00	0.00	0.00	0.00	8,784.84	
18							83,000,000.00	0.00	0.00	0.00	0.00	83,000,000.00	3.9118667	8,895.48		0.00	0.00	0.00	0.00	8,895.48	
19	(5,000,000.00)						78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	3.8886890	8,310.08		0.00	0.00	0.00	0.00	8,310.08	
20							78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	3.8540816	8,236.12		0.00	0.00	0.00	0.00	8,236.12	
21							78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	3.8155647	8,153.81		0.00	0.00	0.00	0.00	8,153.81	
22							78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	3.8155647	8,153.81		0.00	0.00	0.00	0.00	8,153.81	
23							78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	3.8155647	8,153.81		0.00	0.00	0.00	0.00	8,153.81	
24							78,000,000.00	0.00	0.00	0.00	0.00	78,000,000.00	4.0443684	8,642.76		0.00	0.00	0.00	0.00	8,642.76	
25	10,000,000.00						88,000,000.00	0.00	0.00	0.00	0.00	88,000,000.00	3.8966320	9,394.62		0.00	0.00	0.00	0.00	9,394.62	
26	10,000,000.00						98,000,000.00	0.00	0.00	0.00	0.00	98,000,000.00	3.8951091	10,458.10		0.00	0.00	0.00	0.00	10,458.10	
27	15,000,000.00						113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	3.7492609	11,607.30		0.00	0.00	0.00	0.00	11,607.30	
28							113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	3.7492609	11,607.30		0.00	0.00	0.00	0.00	11,607.30	
29							113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	3.7492609	11,607.30		0.00	0.00	0.00	0.00	11,607.30	
30							113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	3.7492609	11,607.30		0.00	0.00	0.00	0.00	11,607.30	
31							113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	3.7492609	11,607.30		0.00	0.00	0.00	0.00	11,607.30	
		26,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	0.00	0.00	0.00	0.00	113,000,000.00	282,302.84	0.00	0.00	0.00	0.00	0.00	0.00	282,302.84	Accrued total for month
							26,000,000.00	85,354,838.71	NOTE 1												
							87,000,000.00							100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
Pooled Interest Activity							113,000,000.00														
282,429.67 INTEREST ACCRUED @ EOM														282,429.67	0.00	0.00	0.00	0.00	0.00	282,429.67	Actual-rounding
(299,586.83) INTEREST RECEIPTED CURR MONTH														299,586.83	0.00	0.00	0.00	0.00	0.00	299,586.83	Actually received
299,586.83 INTEREST ACCRUED @ PRIOR EOM																					
282,429.67 INTEREST EARNED THROUGH EOM-NOT COLLECTED (POOLED ONLY)																					
NOTE: Yield for STIP for Mar 2026 -								3.855%													
NOTE: Yield for STIP for Apr 2026 -								3.866%													
NOTE: Yield for STIP for May 2026 -								3.860%													
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)
May, 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-EI 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-EIQZAB 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 QEGB 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)
May, 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

B.O.C.C. Regular

Meeting Date: 06/18/2026

Title: Response to Audit Findings -June 8, 2026

Submitted By: Amy Mills

TOPIC:

May 16 - May 31 Payroll Audit

BACKGROUND:

na

RECOMMENDED ACTION:

na

Attachments

Audit Findings

PAYROLL AUDIT

May 16 to May 31, 2026

Date: 6/5/2026

To: Board of County Commissioners

From: Tanya McWilliams, Deputy Auditor

Checked items indicate
changes made by payroll.

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

Date	Employee Name	Department	Finding
6/4/26	Dubay, Declan	CA	Fund acct. s/b 2301.122.411100.112, hourly rate s/b \$32.00
6/4/26	Painter, Nicholas	CA	Fund acct. s/b 2301.122.411100.112
6/4/26	Prelip, Alyssa	CA	Fund acct. s/b 2301.122.411100.112
6/4/26	Wynne, Julia	CA	Overtime fund acct. s/b 2301.122.411100.120
6/4/26	Davis, DaizyAnn	Detention	8 hrs. military used not showing in used column employee summary
6/4/26	Vandyke, Brody	Detention	Remove holiday and update accruals
6/4/26	Grimm, William	IT	Correct reg hrs. worked and update accruals
6/4/26	Combs, Mathew	Sheriff	Accruals are incorrect (s=4.05 v=5.10) didn't accrue on whp
6/4/26	Gibbs, Jill	Sheriff	Remove adj. overtime (earns comp time)
6/4/26	Johnson, Tanner	Sheriff	Remove overtime and update comp time balance
6/4/26	Redler, Carol	Sheriff	Comp time over max add comp time cash out
6/4/26	Connelley, Wendelyn	YSC	Overtime rate s/b \$25.28

B.O.C.C. Regular

5. a.

Meeting Date: 06/18/2026

Title: Contract with Jim Rooney Excavating Inc.

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Jim Rooney Excavating Inc.

BACKGROUND:

Contract with Jim Rooney Excavating Inc. for gravel maintenance in Eagle Bend Subdivision.

RECOMMENDED ACTION:

File

Attachments

Contract

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as “COUNTY”, and Jim Rooney Excavating, herein referred to as “CONTRACTOR”, whose address is 8100 Shepherd Rd, Shepherd, MT, 59079.

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: performing three (3) bladings on Eagle Bend Boulevard, Turkey Trail, and Whitetail Run; performing one (1) blading on River Run Lane, Wild Game Trail, Sharptail Circle, and Pelican Cove. The bladings will occur throughout the 2026 maintenance season.

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 June 1, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$8,000. 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 7, 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: 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.

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

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

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

13. PREVAILING WAGE: All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the

schedule of 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.

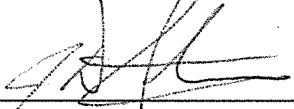
This Contract may be terminated without cause by either party. In that event, the party seeking to terminate this Contract must give ninety (90) days written notice to the other party of the intent to terminate the Contract.

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 May 22, 2026.

COUNTY:

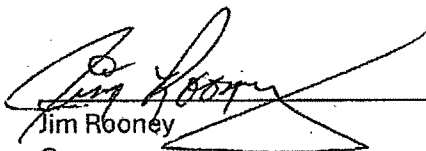
Yellowstone County
Billings, MT 59101



Jay D. Anderson, PE
Public Works Deputy Director

CONTRACTOR

Jim Rooney Excavating
Shepherd, MT 59079



Jim Rooney
Owner

Maintenance of Eagle Bend Subdivision
Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Sub-Total price to blade the "three blading" roads in the 2026 maintenance season:

End of May \$ 3000⁰⁰ include 1000⁰⁰ for shoulder work
June to September \$ 2000⁰⁰
Mid-October \$ 2000⁰⁰

Sub-Total price for blading the "one blading" roads (can be performed concurrently with one above):

\$ 1000⁰⁰

Total price for 2026 Gravel Maintenance \$ 8000⁰⁰ (sum of four sub-totals above)

Hourly Rate for additional call-out (only if requested by County) \$ 250⁰⁰ /hr.

Jim Rooney Excavating
Company Name

Jim Rooney
Authorized Representative

8100 Stephens Rd
Mailing Address

Stephens MT
City, State and Zip Code

416-670-6961
Telephone and Fax Number

Contractor Number

05-07-2026
Date

I acknowledge receiving the following addenda, if applicable.

#1 _____
Initials

#2 _____
Initials

April 29th, 2026

Yellowstone County is currently soliciting price quotations for all labor, materials, necessary equipment and permits required for

Maintenance of Eagle Bend Subdivision

For 2026 maintenance season

A Scope of Work for the project is attached.

All quotations must be labeled 'RSID 688M – Seasonal 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 3:00 p.m. May 8, 2026**. Quotes received after this date and time will not be considered.

The selected contractor will be required to provide a copy of their workers' compensation coverage and general liability insurance prior to beginning the project. Insurance requirements are provided within the solicitation.

A boilerplate contract is included within the solicitation for reference. The County will enter into a Contractual agreement using this boilerplate if the Contract is awarded.

All Work shall be completed in accordance with this scope of work and specifications included, the Yellowstone 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, PE
Deputy Public Works Director
Yellowstone County

Maintenance of Eagle Bend Subdivision

Scope of Work – Specifications

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

- Eagle Bend Subdivision is located northeast of Shepherd Mt approximately 0.4 tenths of a mile east of the intersection of Church Rd and Razor Cr. Rd. A map of the RSID is attached.
- We are asking for a quote to grade the following roads three times in the 2026 season. These times are approximate to allow the contractor some flexibility with scheduling and the ability to take advantage of moisture when possible.
 - Once at the end of May
 - Once between June and September depending on need,
 - Once around mid-October.
- The total length of the roads, including the cul-de-sacs are approximately **16,857** feet in length.
- The three blading roads are as follows
 - Eagle Bend Boulevard – 10,756 ft
 - Turkey Trail – 1,012 ft
 - Whitetail Run – 3,800 ft.
- The one blading roads are as follows
 - River Run Lane – 2,825 ft
 - Wild Game Trail – 2,264 ft
 - Sharptail Circle – 560 ft
 - Pelican Cove – 480 ft
- Blade existing roads filling potholes, removing washboards, establishing 2-3% center crown and an approximate 24-foot top.
- On a lot of road shoulders there are berms of gravel, grass and dirt we would like the shoulders of the roads cleaned of these berms in the first blading (basically lightly pulling the shoulders) and worked throughout the summer to recover as much useable gravel as possible. At the end of the grading season we ask any existing berm be laid out (a few oversize rocks or grass clumps will be acceptable on the driving surface) so as not to block drainage or cause snow drifts and minimize loss of material. The intention for this is to create positive drainage for the road, get the width unified and define the road shoulders.
- Any cul-de-sacs shall also be included in the road maintenance portion of this work, and the shaping of said cul-de-sacs shall be accomplished with emphasis on maintaining existing drainage patterns.

All Contractors interested in submitting a price quote for this work are encouraged to visit the site(s) and verify or obtain their own measurements of lengths, widths, slopes, cross slopes and obtain any other data needed to perform this work.

- Coordinate with property owners and RSID Ad-Hoc members as necessary.
- All materials and work must meet industry standard requirements for this type of maintenance work.

After Completion of work, provide copies of invoices to
Yellowstone County Public Works

Maintenance of Eagle Bend Subdivision
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.

Maintenance of Eagle Bend Subdivision

Price Quote (BID) Sheet

Please include this sheet with your bid documents.

Sub-Total price to blade the “three blading” roads in the 2026 maintenance season:

End of May \$ _____

June to September \$ _____

Mid-October \$ _____

Sub-Total price for blading the “one blading” roads (can be performed concurrently with one above):

\$ _____

Total price for 2026 Gravel Maintenance \$_____ (sum of four sub-totals above)

Hourly Rate for additional call-out (only if requested by County) \$_____ /hr.

Company Name

Authorized Representative

Mailing Address

City, State and Zip Code

Telephone and Fax Number

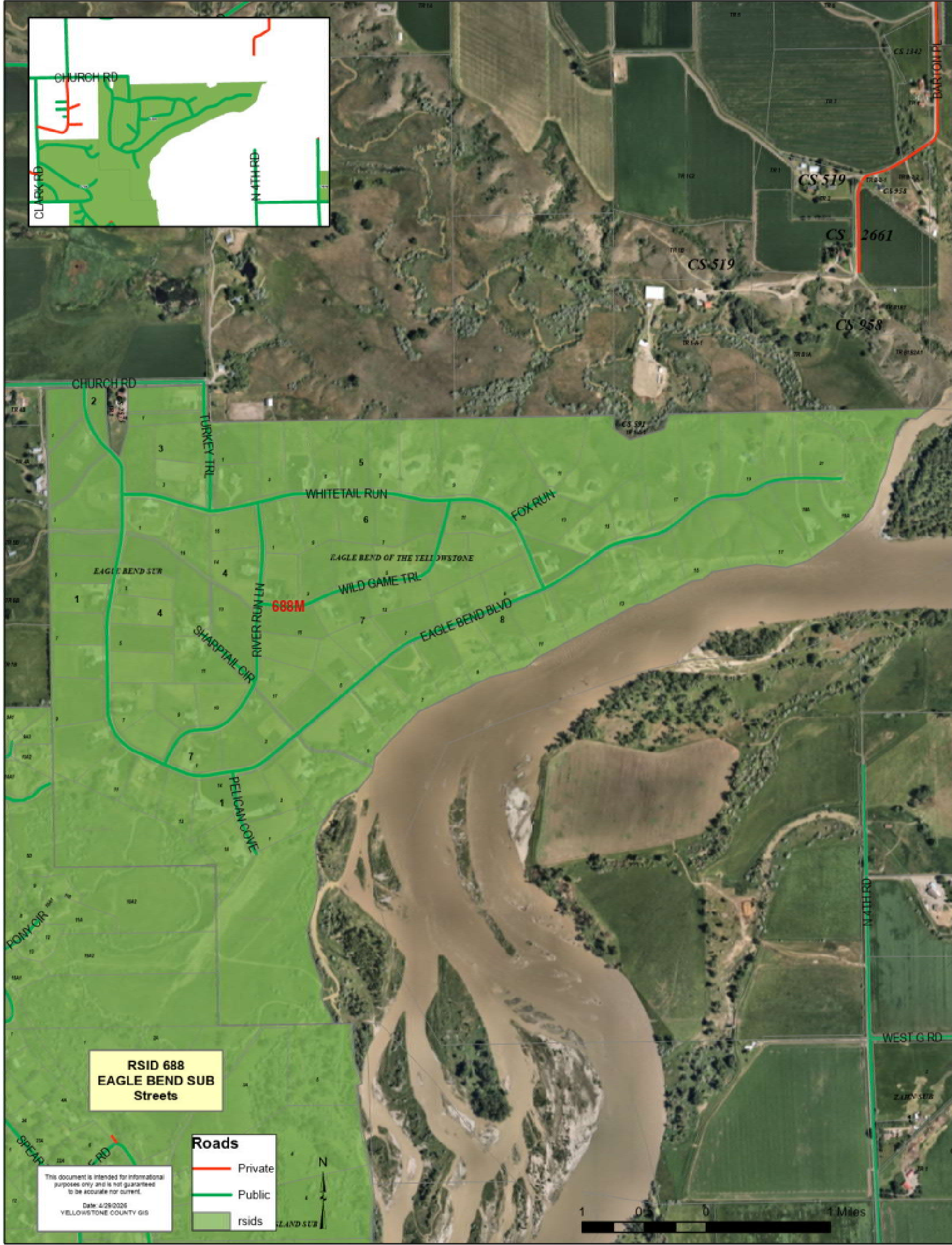
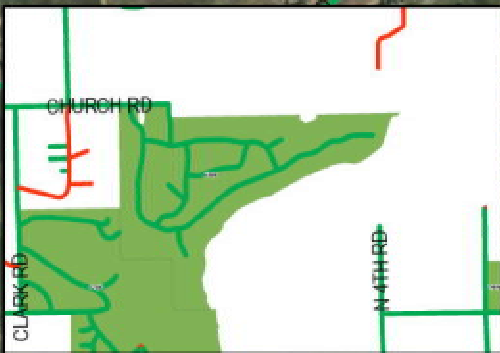
Contractor Number

Date _____

I acknowledge receiving the following addenda, if applicable.

#1 _____
Initials

#2 _____
Initials



**RSID 688
EAGLE BEND SUB
Streets**

- Roads**
- Private
 - Public
 - rsids

This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 4/29/2026
YELLOWSTONE COUNTY GIS





855 Front Street | P.O. Box 4759 | Helena, MT 59604-4759
Phone 800-332-6102 or 406-495-5000 | Fax 406-495-5020
Fraud 888-MT-CRIME or 888-682-7463 | TDD/TTY 406-495-5030
montanastatefund.com | safemt.com

YELLOWSTONE COUNTY
PO BOX 35024
BILLINGS MT 59107

Policy #: 03-385889-5
Team: Premier
Date: 05/29/2026

INSURED: JIM ROONEY EXCAVATING INC
JIM ROONEY EXCAVATING
8100 SHEPHERD RD
SHEPHERD MT 59079

**CERTIFICATE OF WORKERS' COMPENSATION,
OCCUPATIONAL DISEASE AND EMPLOYERS LIABILITY INSURANCE**

This certificate is for your information only. It does not create a contract between you and Montana State Fund or change any of the policy terms. The policy includes coverage for all employees as required by Montana law.

Employers Liability is included at the following limits of liability:

\$500,000 Bodily Injury By Accident, Each Accident
\$500,000 Bodily Injury By Disease, Each Employee
\$500,000 Bodily Injury By Disease, Policy Limit

The insured may elect coverage for certain employments. We cannot verify the coverage of such employments. You should verify coverage for these employments with the insured.

The policy period is 07/20/2025 to 07/20/2026. We will attempt to notify you if the policy is cancelled.

When the policy expires, you may request a new certificate through the insured.

cc: JIM ROONEY EXCAVATING INC

B.O.C.C. Regular

5. b.

Meeting Date: 06/18/2026

Title: Contract with Hardrives Construction Inc.

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Hardrives Construction, Inc.

BACKGROUND:

Contract with Hardrives Construction Inc. for RSID 844 mobilization and patching.

RECOMMENDED ACTION:

File

Attachments

Contract

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Hardrives Construction, Inc., herein referred to as "CONTRACTOR", whose address is PO Box 2535, Billings, MT, 59103.

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 patching existing asphalt at three locations within the streets included in the Skycrest Estates Subdivision.

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 June 30, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$3,236.80. 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, June 3, 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:** 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.

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

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

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

13. **PREVAILING WAGE:** All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of 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.

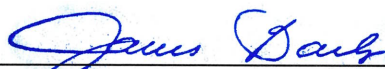
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective June 8, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Hardrives Construction, Inc.
Billings, MT 59103

Jay D. Anderson, PE
Public Works Deputy Director



Jim Bailey
President

PO Box 2535
Billings, MT 59103
Office • 406.245.3128
Fax • 406.245.8834



PAVING • GRADING • PAVEMENT MAINTENANCE • ASPHALT • CHIP SEAL • SEAL COAT • CRACK SEAL • SLURRY SEAL TYPE I - II - III

June 3, 2026

Hardrives Construction Inc will be quoting the following items:

Contract ID: Wrangler Trail Shoulder

1	Mobilization	1 LS	@	Included	
2	Patching	544 SF	@	\$5.95	\$3,236.80

Total \$3,236.80

1 Mobilization, Traffic Control, GRT, Prevailing Wage

Prices includes: all labor , wages, equipment, mobilization,GRT, taxes, and insurance in full compliance with the specifications. This quotation expires if not accepted in writing within thirty (30) days of this quotation.

Please be aware that Hardrives Construction Inc. is a Certified **DBE** by the MT Dept. of Transporation.

Respectively subbmited

Jody Teske
Estimator

Licensed • Bonded • Insured

WWW.HARDRIVES-ASPHALT.COM

hardrives@hardrives-asphalt.com

CERTIFIED DBE CONTRACTOR



OUR REPUTATION HAS BEEN BUILT ONE SATISFIED CLIENT AT A TIME

B.O.C.C. Regular

6. a.

Meeting Date: 06/18/2026

Title: Huntley Project School District Budget Amendment Resolution

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Huntley Project School District Budget Amendment Resolution

BACKGROUND:

Per MCA § 20-9-162(2), a copy of Huntley Project School District's budget amendment resolution is being provided to the Board of County Commissioners.

RECOMMENDED ACTION:

File

Attachments

SD 24 Budget Amendment

**Huntley Project School District #24
Budget Amendment Resolution**

WHEREAS, the trustees of School District No. 24, Yellowstone County, Montana, have made a determination that as a result of the salaries, purchase of supplies, equipment, utility costs and maintenance repairs the District's budget for the General Fund does not provide sufficient financing to properly maintain and support the District for the entire current school fiscal year; and

WHEREAS the trustees have determined that an amendment to the High School General fund budget in the amount of \$530,000.00 is necessary under the provision of Section 20-9-161-2, MCA; for the purpose of the purchase of supplies, equipment, utilities, and maintenance repairs; and;

WHEREAS the anticipated source of financing the budget amendment expenditures shall be the General Fund reserves and General Fund excess reserves;

THEREFORE, BE IT RESOLVED that the Board of Trustees of School District No. 24, Yellowstone County, Montana, proclaims a need for an amendment to the General Fund budget for fiscal year 2026 in the amount of \$530,000.00 under Section 20-9-161-2, MCA, for the purpose identified above, and;

WHEREAS the trustees have determined that an amendment to the High School Interlocal fund budget in the amount of \$835,000.00 is necessary under the provision of Section 20-3-363, MCA; for the purpose of supporting operations, activities and undertakings of the District including but not limited to safety and maintenance; transportation, technology, professional and technical services; property services; other purchased services; procurement of supplies and materials; and other capital outlay.

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the following:

210 – Transportation Fund - \$400,000.00
211 – Bus Depreciation Fund - \$400,000.00
217 – Adult Education Fund - \$35,000.00

THEREFORE, BE IT RESOLVED that the Board of Trustees of School District No. 24, Yellowstone County, Montana, proclaims a need for an amendment to the Interlocal Fund budget for fiscal year 2026 in the amount of \$835,000.00 under Section 20-3-363, MCA, for the purpose identified above.

Bill Cook
Trustee


Trustee Signature

6/8/26
Date

Cresta Krum
District Clerk


District Clerk Signature

6.8.26
Date

Date Budget Amendment was adopted: June 8, 2026

List all Budget Amendment expenditure line items and amounts:

Purpose of the purchase of supplies, equipment, utilities and maintenance repairs: \$530,000.00

Transfers into the Interlocal Fund:

210 – Transportation Fund - \$400,000.00
211 – Bus Depreciation Fund - \$400,000.00
217 – Adult Education Fund - \$35,000.00

B.O.C.C. Regular

6. b.

Meeting Date: 06/18/2026

Title: Billings School District #2 Budget Amendment Proclamations

Submitted For: Hank Peters

Submitted By: Hank Peters

TOPIC:

Billings School District #2 Budget Amendment Proclamations

BACKGROUND:

Per MCA § 20-9-164, School District 2 has provided a copy of the budget amendment proclamations for the Elementary and High School districts.

RECOMMENDED ACTION:

File

Attachments

SD 2 Elem Budget Amend. Proclamation

SD 2 HS Budget Amend. Proclamation

**BUDGET AMENDMENT PROCLAMATION
BILLINGS PUBLIC ELEMENTARY SCHOOL
DISTRICT #2
YELLOWSTONE COUNTY**

At a special meeting of the board of trustees of Billings Public Elementary School District No. 2, Yellowstone County, Montana, held Wednesday, June 3, 2026, at 2:00 p.m. at the Lincoln Center Board Room, the following resolution was introduced:

WHEREAS, the trustees of Billings Public Elementary School District No. 2, Yellowstone County, Montana, have made a determination that as a result of unanticipated retirements costs, the district's budget for the 114 Retirement fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year; and

WHEREAS, the trustees have determined that an amendment to the State Elementary 114 Retirement fund budget in the amount of \$ 500,000 is necessary under the provision of Section 20-9-161 subsection 6, MCA; for the purpose of paying for the unforeseen needs of the district that cannot be postponed until the next school year without dire consequences affecting the educational functions of the school and by meeting the pay requirement of retirements and resignations for the school year and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the 114 Retirement fund reserves;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Billings Public Elementary School District No. 2, Yellowstone County, Montana, proclaims a need for an amendment to the State Elementary 114 Retirement fund budget in the amount of \$ 500,000 is necessary under the provision of Section 20-9-161 subsection 6, MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Billings Public Elementary School District No. 2, Yellowstone County, Montana, will meet at 5:30 p.m. at Lincoln Center Board room on Monday, June 15, 2026 for the purpose of considering and adopting the budget amendment.

**BUDGET AMENDMENT PROCLAMATION
BILLINGS PUBLIC HIGH SCHOOL DISTRICT #2
YELLOWSTONE COUNTY**

At a special meeting of the board of trustees of Billings Public High School District No. 2, Yellowstone County, Montana at 2:00 p.m. June 3, 2026 at the Lincoln Center Board Room, the following resolution was introduced:

WHEREAS, the trustees of Billings Public High School District No. 2, Yellowstone County, Montana, have made a determination that as a result of unanticipated retirements costs, the district's budget for the 214 Retirement fund does not provide sufficient financing to properly maintain and support the district for the entire current school fiscal year; and

WHEREAS, the trustees have determined that an amendment to the State High School 214 Retirement fund budget in the amount of \$ 400,000 is necessary under the provision of Section 20-9-161 subsection 6, MCA; for the purpose of paying for the unforeseen needs of the district that cannot be postponed until the next school year without dire consequences affecting the educational functions of the school and by meeting the pay requirement of retirements and resignations for the school year and

WHEREAS, the anticipated source of financing the budget amendment expenditures shall be the 214 Retirement fund reserves;

THEREFORE, BE IT RESOLVED that the Board of Trustees of Billings Public High School District No. 2, Yellowstone County, Montana, proclaims a need for an amendment to the State High School 214 Retirement fund budget in the amount of \$ 400,000 is necessary under the provision of Section 20-9-161 subsection 6, MCA, for the purpose identified above, and;

BE IT FURTHER RESOLVED that the Board of Trustees of Billings Public High School District No.2, Yellowstone County, Montana, will meet at 5:30 p.m. at Lincoln Center Board room on Monday, June 15, 2026 for the purpose of considering and adopting the budget amendment.

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