

OFFICIAL AGENDA
TUESDAY July 21, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Ostlund Building
2825 3rd Ave N, Room 309
Billings, MT

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. PRESENTATION

Sheriff's Deputy Promotion - Deputy Dylan Council Promoted to Corporal

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. PLANNING DEPARTMENT

- a. Yellowstone Club Estates, 8th Filing - Preliminary Plat Discussion
- b. Shop House Acres Subdivision, County Major Preliminary Plat

CLAIMS

CONSENT AGENDA

1. CLERK AND RECORDER

Plat of Fox Field Subdivision, SIA, and Public Access Easement

2. COMMISSIONERS

- a. Board Openings - Consolidated Zoning Commission
- b. Collective Bargaining Agreement between Yellowstone County and The Montana Federation of Public Employees Yellowstone County Deputy Sheriff's Unit

3. COUNTY ATTORNEY

- a. Resolution 226-87 Hearing Held on State of Montana's Intent to Use Land Contrary to Zoning
- b. Resolution 26-88 Requeusting Prosecutorial Assistance in State v. Walker

4. SHERIFF

- a. MOU between YCSO and MHP for Destruction of Drugs
- b. Summit Foods Pricing Agreement FY27

5. FINANCE

- a. The Healthy Outcomes through Prevention and Education (HOPE) Coalition is Requesting \$7,500 in Mental Health Funds
- b. Bond for Lost Warrant
- c. Sheriff's Office Contract - PropertyRoom.com - Asset Disposition Services
- d. Drug Forfeiture - Equitable Sharing Agreement and Certification (ESAC) for FY26
- e. Finance Contract - River Ridge Landscape Company - Ostlund Building Landscaping
- f. Resolution 26-89 to Create RSID 924M to Maintain the Dry Hydrant in Fox Field Subdivision
- g. Facilities Contract - Automated Maintenance Services, Inc. - Janitorial Services

6. HUMAN RESOURCES

PERSONNEL ACTION REPORTS - Sheriff's Office - 3 Appointments, 3 Salary & Other; **Detention Facility** - 1 Appointment, 1 Salary & Other; **Treasurer** - 1 Termination; **IT** - 2 Salary & Other; **Elections** - 1 Termination

FILE ITEMS

1. CLERK AND RECORDER

Board Minutes - Lockwood Irrigation District Board Minutes

2. CLERK OF DISTRICT COURT

Checks and Disbursements for June 2026

3. COMMISSIONERS

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending May 30th, 2026

4. FINANCE

Detailed Cash Investment Report June 2026

5. PUBLIC WORKS

Contract with Swoboda Services

PUBLIC COMMENTS ON COUNTY BUSINESS

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

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Promotion of Sheriff's Deputy

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Sheriff's Deputy Promotion - Deputy Dylan Council Promoted to Corporal

BACKGROUND:

N/A

RECOMMENDED ACTION:

Promotion.

B.O.C.C. Regular

1. a.

Meeting Date: 07/21/2026

SUBJECT: Yellowstone Club Estates, 8th Filing - Preliminary Plat

THROUGH: Hunter Kelly

FROM: Hunter Kelly

TOPIC

Yellowstone Club Estates, 8th Filing - Preliminary Plat Discussion

INTRODUCTION

On May 1, 2026, Performance Engineering, on behalf of 22500 NOL, LLC (DBA Yellowstone Country Club), applied for preliminary subsequent major plat approval for Yellowstone Club Estates, 8th Filing. The proposed subdivision creates nine (9) lots for development. The subject property is generally located near Tommy Armour Circle & Ben Hogan Lane. The property is zoned N3 – Suburban Neighborhood Residential for Lots 2-8 within the city, and P1- Parks and Open Space for Lots 1 and 9 within the county. The land is currently vacant land.

This subdivision is a dual-jurisdiction application. Lots 2-8 have been annexed into the City of Billings via a previous application, and Lots 1 and 9 will remain in Yellowstone County. The property also has an existing agricultural covenant. The agricultural covenant will be modified to remove Lots 2-8 which are within the city and will contain only Lots 1 and 9 within the county.

RECOMMENDATION

The Planning Board is recommending to the Billings City Council and Yellowstone County Board of Commissioners that the preliminary plat of Yellowstone Club Estates, 8th Filing be conditionally approved, the variance accepted, and the Findings of Fact adopted as presented in the staff report.

VARIANCE REQUESTED

One (1) variance has been requested. The applicant is requesting a variance from Section 23-406.C.1 of the City of Billings Subdivision regulations, and Section 4.6.D of the Yellowstone County Subdivision Regulations, which requires new subdivisions to comply with the currently adopted Active Transportation Plan. The plan currently depicts a multi-use trail in the vicinity of Lots 2 and 3 of the proposed subdivision. That specific area of land contains topographic constraints, including slopes approaching 50% and elevation differences ranging from approximately 18 to 22 feet. Staff is recommending approval of the variance, based on the following criteria:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.
 - The proposed trail on the Active Transportation Plan does not have a significant or developed connection adjacent to the subject property. This variance does not remove the requirement for a trail connection altogether, but would simply delay the connection and adjust the location of the connection for future development.
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.
 - The area designated for a trail connection as-written contains changes in grade approaching 50%, with sudden elevation changes ranging from 18 to 22 feet high. Current road and trail development standards limit grades for a given road to approximately 12%. (See grading map on the applicant's request letter)
3. The variance will not result in an increase in taxpayer burden.

- Since this variance would delay the construction and future maintenance of a trail network, it will not increase taxpayer burden.
- 4. The variance will not in any manner place the subdivision in non-conformance with any adopted zoning regulations or Growth Policy.
 - The delay of the connection to the trail network would not place this subdivision in conflict with the 2016 Growth Policy.
- 5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.
 - The SIA included provisions that ensure the trail network will be constructed as part of future development on Lot 1 or Lot 9.

PROPOSED CONDITIONS OF APPROVAL

1. To minimize the effects on local service prior to final plat approval, the applicant will coordinate with the USPS to determine what type of delivery system is preferred and to locate and provide the correct amount of space for safely delivering the mail to the residents.
2. To minimize the effects on the natural environment, a weed management plan shall be completed on Lots 1 and 9.
3. Minor changes may be made in the SIA and final documents, as requested by the City-County Planning Department, City and County Public Works, and City and County Legal Departments to clarify the documents and bring them into the standard acceptable format.
4. The final plat shall comply with all requirements of the City of Billings and Yellowstone County Subdivision Regulations, as well as all rules, regulations, policies, and resolutions of the City of Billings, Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

Pre-Application Meeting: April 2, 2026

Preliminary Plat application submitted to Planning Division: May 1, 2026

Departmental Review Meeting: May 15, 2026

Preliminary Plat Resubmittal: May 22, 2026

Planning Board Plat Review: June 9, 2026

Planning Board Public Hearing: June 23, 2026

Preliminary Plat to Board of County Commissioners: July 21, 2026

Preliminary Plat to City Council: July 27, 2026

60 Working-Day Preliminary Plat Review period ends: July 28, 2026

This subdivision is not subject to the Billings 2045 Land Use Plan and Future Land Use Map as it was submitted prior to adoption or effective dates of the new land use regulations. Incidentally, this request matches the Future Land Use Map designations for this area as Urban Residential Limited. Applications that will be subject to the new regulations, Plan and Map will be processed after July 1, 2026.

PLAT INFORMATION

General location: near Tommy Armour Circle & Ben Hogan Lane

Legal Description: Agricultural Tract 11-A-2 of the amended Tract 11-A of the Remainder of Tract 11 of Certificate Of Survey No. 836 located in the N1/2 of Section 30, Township 01 North, Range 25 East, P.M.M., Yellowstone County

Owner/Subdivider: 22500 NOL, LLC (DBA Yellowstone Country Club)

Surveyor/Engineer: Performance Engineering

Existing Zoning: N3 – Suburban Neighborhood Residential and P1- Parks and Open Space

Proposed Zoning: N3 – Suburban Neighborhood Residential and P1- Parks and Open Space

Existing Land Use: Vacant

Proposed Land Use: Residential

Gross & Net area: 84.04 Acres

Proposed number of lots: 9

Max.: 47.38 Acres

Min.: 0.48 Acres

Parkland requirements: 0.55 Acres, provided through Cash-in-lieu contribution

PLANNING BOARD PUBLIC HEARING DISCUSSION

June 9 Planning Board Discussion

Planning staff gave a presentation regarding the subdivision, and then yielded the floor for questions. Board member Staley asked about the possible water and wastewater connections for Lots 1 and 9, the lots remaining in the County. Staff responded by reiterating that those lots will be put under an agricultural covenant, and coordination with county staff concluded that any development of these lots in the future would likely require annexation into the city, so requiring connections and improvements as part of this subdivision would not make sense given the future potential for annexation. The Board had no more questions for staff, and invited the applicant's agent, Taylor Kasperick, to speak on the item. Mr. Kasperick stated he had no additional input regarding the proposal, but is available for any questioning. The Board did not have any questions. The Board then closed the discussion.

June 23 Planning Board Public Hearing.

Planning staff gave a presentation regarding the subdivision, and then yielded the floor for questions. Board member Staley inquired about the interaction between trails and parkland. Staff responded by explaining that while the two may overlap, trails and the active Transportation Plan are intended to provide non-motorized connectivity throughout the city, whereas parkland dedication is a requirement of the subdivision regulations to provide amenities to future residents of the subdivision itself. The Board had no further questions for staff. The Board invited Taylor Kasperick of Performance Engineering, the applicant's agent, to speak. Board member Cook asked about the intended development timeline for the subdivision. Taylor mentioned the owners intend to bring this subdivision to final plat "expeditiously." Board member Stephenson asked if the topography is limiting the ability of the developer to provide physical parkland, which Taylor responded affirmatively. The Board had no further questions. The Board then opened the public hearing for comment. There was no public comment, and the Board closed the hearing.

Board member Stephenson made a motion to approve the subdivision as recommended by staff. The motion was seconded by Board member Cook. The motion was approved on a 4-0 vote.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Findings of Fact Attached to this memo.

CONCLUSIONS OF FINDINGS OF FACT

See Findings of Fact Attached to this memo.

RECOMMENDATION

The Planning Board is recommending to the Billings City Council and Yellowstone County Board of Commissioners that the preliminary plat of Yellowstone Club Estates, 8th Filing be conditionally approved, the variance accepted, and the Findings of Fact adopted as presented in the staff report.

Attachments

Preliminary Plat

Draft Subdivision Improvement Agreement

Findings of Fact

Variance Request Letter

Agricultural Covenant

PE STANDARD L1 B
5/12/2025 10:05:44 AM
Z:\Yellowstone Country Club\2025-002 YCC Due Diligence\CADD\DWG\Plate\25-002 Prelim Plat.dwg

SITE DATA	
GROSS AREA	84.04 AC
MAX. LOT AREA	47.38 AC
MIN. LOT AREA	0.48 AC
NO. OF LOTS	9
EXISTING ZONING	P1
PROPOSED ZONING	P1, N3
EXISTING LAND USE	VACANT
PROPOSED LAND USE	VACANT W/ RESIDENTIAL
PARKLAND DEDICATION REQ'D.	0.55 AC
PARKLAND PROVIDED	CASH IN LIEU
WATER / SEWER PROVIDER	CITY OF BILLINGS
FIRE SERVICE AREA	CITY OF BILLINGS/BUFSA

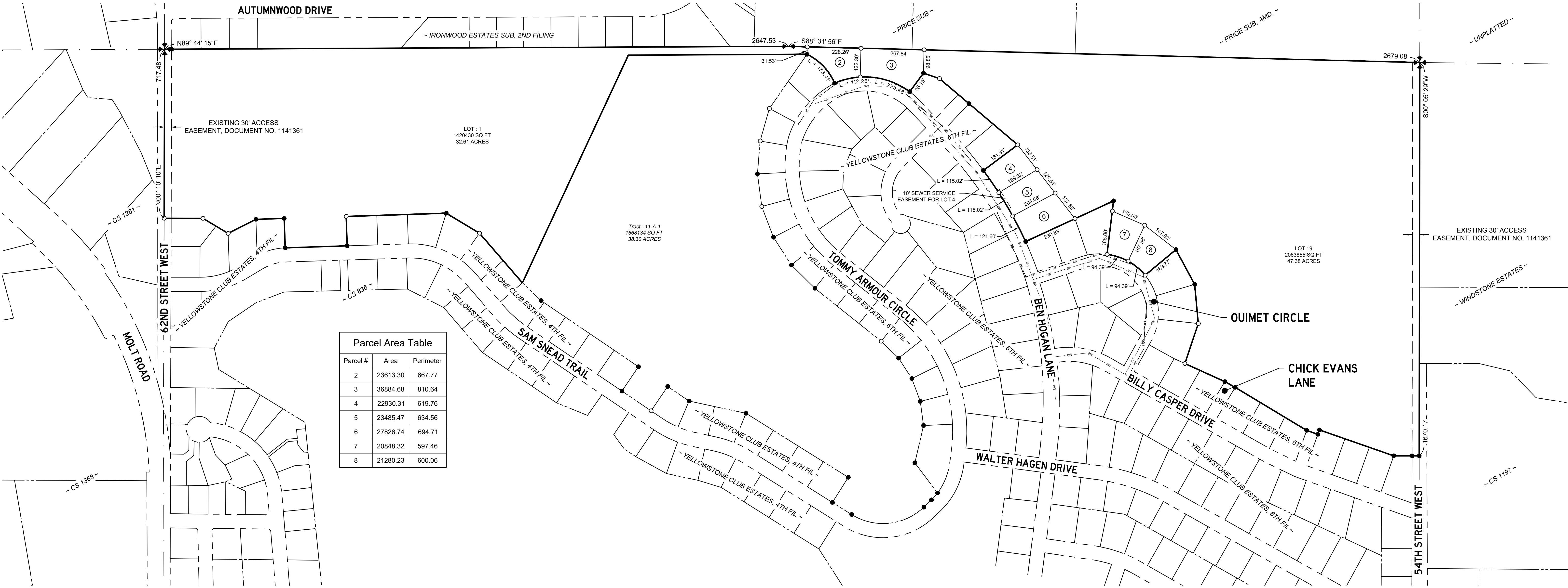
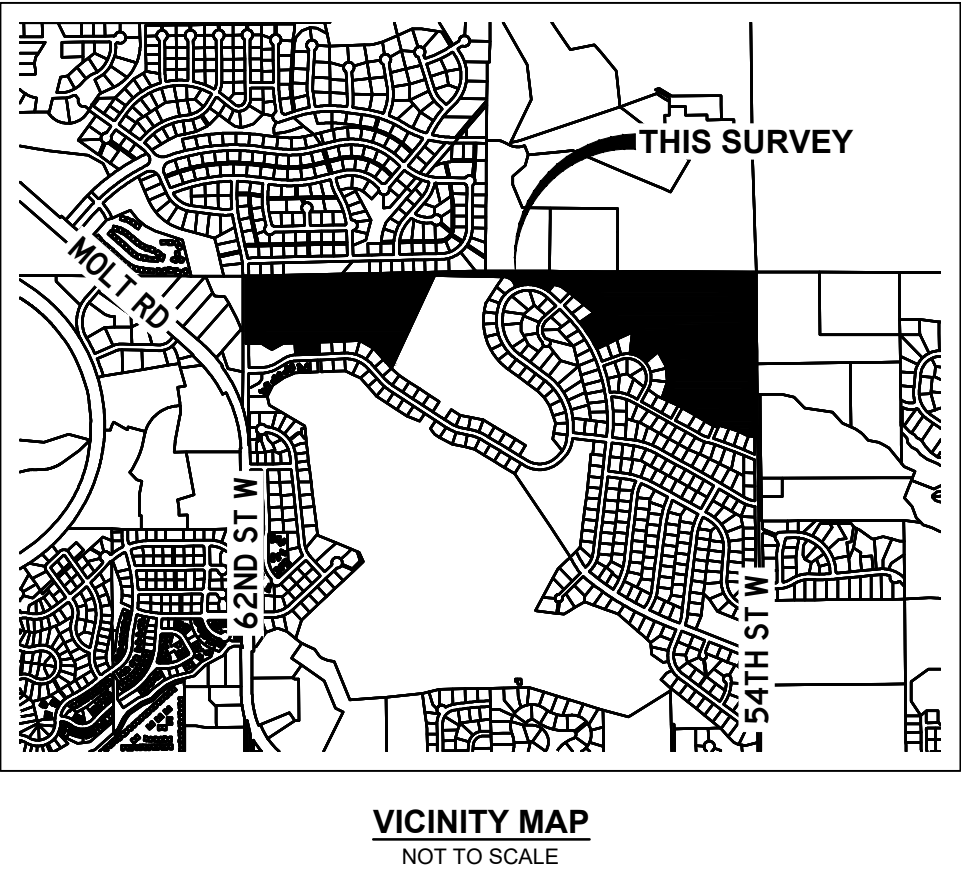
PRELIMINARY PLAT OF
YELLOWSTONE CLUB ESTATES, 8TH FILING
BEING AGRICULTURAL TRACT 11-A-2 OF THE AMENDED TRACT 11-A OF THE REMAINDER
OF TRACT 11 OF CERTIFICATE OF SURVEY NO. 836 LOCATED IN THE N1/2 OF SECTION 30,
TOWNSHIP 01 NORTH, RANGE 25 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA

PREPARED FOR : 22500 NOL, LLC



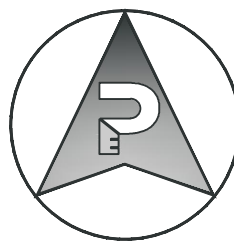
PREPARED BY : PERFORMANCE ENGINEERING, LLC

TOTAL AREA OF SUBDIVISION : ± 84.04 ACRES



Parcel Area Table		
Parcel #	Area	Perimeter
2	23613.30	667.77
3	36884.68	810.64
4	22930.31	619.76
5	23485.47	634.56
6	27826.74	694.71
7	20848.32	597.46
8	21280.23	600.06

- LEGEND**
- PROPERTY CORNER, FOUND
 - PROPERTY CORNER, SET
 - ⊕ SECTION CORNER, FOUND
 - ⊕ QUARTER CORNER, FOUND
 - SURVEY BOUNDARY
 - PROPOSED PROPERTY LINE
 - - - EXISTING PROPERTY LINE
 - - - SECTION LINE
 - - - RIGHT-OF-WAY LINE



0 200 400
IN FEET

**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL IMPROVEMENT
DISTRICTS**

Yellowstone Club Estates, 8th Filing

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**SUBDIVISION IMPROVEMENTS AGREEMENT
& WAIVER OF RIGHT TO PROTEST FUTURE SPECIAL
IMPROVEMENT DISTRICTS**

Yellowstone Club Estates, 8th Filing

This agreement is made and entered into this ____ day of _____, 200__, by and between *22500 NOL, LLC*, whose address for the purpose of this agreement is **3200 Paul Allen Way, Billings, MT 59106**, hereinafter referred to as “Subdivider,” and the **CITY OF BILLINGS**, Billings, Montana, hereinafter referred to as “City”, and **YELLOWSTONE COUNTY**, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Yellowstone Club Estates, 8th Filing* located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Yellowstone Club Estates, 8th Filing* and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the City Council conditionally approved a preliminary plat of *Yellowstone Club Estates, 8th Filing* and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Yellowstone Club Estates, 8th Filing*; and

WHEREAS, a Subdivision Improvements Agreement is required by the City and County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Yellowstone Club Estates, 8th Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the City of Billings Subdivision Regulations, the rules, regulations, policies, and resolutions of the City of Billings, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A. A variance has been requested and approved from Section 23-406.C.1 of the City of Billings Subdivision regulations requiring provision of a multi-use trail connection as depicted on the Active Transportation Plan of the City. Such trail connection is impractical as shown on the Active Transportation Plan due to existing topography in the depicted location consisting of roughly 50% grades and elevation differences of roughly 18 to 22 feet. A condition of the approved variance is provision of a trail connection upon Agricultural Tract 1 in the future when development of said tract is applied for.

II. PROPERTY CONDITIONS AND INFORMATION FOR LOT PURCHASERS

- A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners. Irrigation ditches that may exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. The subdivider and subsequent contractors/builders acknowledge that there is a Stormwater Pollution and Prevention Plan (SWPPP) filed with the city and the Montana Department of Environmental Quality (MDEQ). This SWPPP shall be adhered to during all phases of construction and shall be updated as required by

MDEQ under the General Permit for Stormwater Discharges Associated with Construction Activity, Chapter 28, BMCC and the Billings Stormwater Management Manual.

- F. Individual lot owners should be aware that Best Management Practices for stormwater control shall be required for new construction on lots. Best Management Practices are defined within Section 28-201, BMCC and detailed in the Billings Stormwater Management Manual.

III. TRANSPORTATION

A. Streets

- All public roadways adjacent to Lots 2-8 in the Subdivision, inclusive, have been completed as part of previous projects including Ben Hogan Lane/Tommy Armour Circle and Ouimet Circle.
- 30'-wide access easements have been provided upon Lot 1 and Lot 9 along 62nd Street West/Bushwood Drive and 54th Street West, respectively. As Lot 1 and Lot 9 are larger than 20 acres and are being left as agricultural tracts, further right-of-way dedication would be provided at the time of future development on those parcels.
- Lot owners will be required to construct their driveways and obtain an approach permit from the City prior to construction.

B. Sidewalks

- Sidewalks do not currently exist within Yellowstone Club Estates, 4th and 6th Filing, along Sam Snead Trail, Ben Hogan Lane, and Billy Casper Drive. Construction of sidewalks by individual lot owners will not be required at the time of development.
- No sidewalks within the public right-of-way are proposed for the development; however, sidewalks are included in the waiver of right to protest.

C. Street Lighting

- No street lighting is proposed for the development; however, street lighting is included in the waiver of right to protest.

D. Traffic Control Devices

- No additional traffic control devices are proposed for the development; however, traffic control devices are included in the waiver of right to protest.
- A TIS is not required for the development as it falls below the threshold set forth by the City.

- Traffic control devices within and adjacent to the Yellowstone Club Estates Subdivision, including along Sam Snead Trail, Ben Hogan Lane, and Billy Casper Drive, have been previously installed in accordance with applicable City of Billings standards. No new traffic control devices, including street name signs, regulatory signs, or warning signs, are required or proposed.
- The existing traffic control devices are considered adequate to serve the proposed development. Any repair or replacement of existing signs or devices necessitated by construction activities shall be the responsibility of the developer and shall be completed in accordance with City of Billings specifications.

E. Access

- The development will be accessed via the existing public right-of-way.
- Lot owners will be required to construct their driveways and obtain an approach permit from the City prior to construction.
- Access to all lots will be provided by existing public streets, including Sam Snead Trail, Ben Hogan Lane, Ouimet Circle, and Chick Evans Lane. These right-of-ways are currently constructed and in service, and no new access points, street connections, or extensions are proposed as part of this development. The existing street network provides adequate access to each lot, and no additional access improvements are required. All access will continue to comply with applicable City of Billings standards.

F. Billings Area Bikeway and Trail Master Plan

- The Billings Area Bikeway and Trail Master Plan identifies a future bicycle boulevard along Ben Hogan Lane, adjacent to the subdivision. As denoted within the variance application associated with this subdivision, at time of future development of Agricultural Tract 1 and/or Tract 11-A-1 of the Amended Plat of Certificate of Survey No. 836, a trail connection from Sam Snead Trail shall be made to the Block 12 Park of Ironwood Estates Subdivision 2nd Filing (Tax Code A316560).

G. Public Transit

- No improvements to public transit service are proposed for this subdivision.

IV. EMERGENCY SERVICE

Construction of buildings made of combustible materials shall have adequate fire apparatus access roads and water supply (fire hydrants) in place to allow for fire suppression requirements. Prior to the issuance of a building permit for construction using combustible materials (i.e. lumber, plywood, wood trusses, etc.), fire apparatus access roads and water supply requirements shall be provided in accordance with the International Fire Code as adopted by the City of Billings.

At a minimum, the following is required:

- An unobstructed gravel road or gravel road base must be within 150 feet of the furthest portion of a building under construction as measured along the approved route.
- The access roads are required to support fire apparatus vehicle loading (40 tons) during all weather conditions and shall be a minimum of twenty (20) feet wide.
- An operational fire hydrant shall be located within 600 feet of the furthest portion of a residence under construction or within 400 feet of the furthest portion of a commercial building under construction as measured along the access roads to the site.
- The above requirements do not alter or effect the current minimum subdivision requirements for fire apparatus access and water supply.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions set forth in Chapter 28, BMCC, and the Stormwater Management Manual in place at the time of lot development for Lots 2-8, inclusive. A complete stormwater management plan shall be submitted to the Engineering Division for review and approval at the time of development.

No new stormwater drainage facilities are proposed as part of this filing. Any drainage associated with individual lot development shall comply with City of Billings requirements and shall not adversely impact adjacent properties or existing infrastructure.

Any development outside Lots 2-8 (i.e., Lot 1 and Lot 9) shall comply with stormwater management requirements of the Montana Department of Environmental Quality and the Yellowstone County Road Construction Manual.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval for extension of or connection to water mains and sanitary sewers. The property owner shall make application for extension/connection of water mains and sanitary sewers to the Public Works Department – Engineering Division, if required to serve the subject properties. The extension/connection of/to water mains and sanitary sewers is subject to the approval of the applications and the conditions of approval. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

The Developer/Owner acknowledges that the subdivision shall be subject to the applicable System Development Fees in effect at the time new water and/or sanitary sewer service connections are made.

The design/installation of sanitary sewers and appurtenances, and water mains and appurtenances (fire hydrants, etc) shall be in accordance with design standards, specifications, rules, regulations of and as approved by the City of Billings Public Works Department, Fire Department and the Montana Department of Environmental Quality.

A. Water

- Water service for Lots 2-6, inclusive, will be provided by connection to the existing 8-inch public water main located within Ben Hogan Lane. Water service for Lots 7 and 8 will be provided by connection to the existing 6-inch public water main located within Ouimet Circle. No extensions of the public water system are required as part of this development, and individual lots will be served by service connections to the existing water main in accordance with City of Billings standards and specifications. Water service connections shall be of the size and material as approved by the City of Billings at the time of construction.
- Lots 1 and 9 are not annexed into the City of Billings, and no facilities with water supply are allowed without separate application for annexation into the City of Billings.

B. Sanitary Sewer

- Sewer service for Lots 2-6, inclusive, will be provided by connection to the existing 8-inch public sewer main located within Ben Hogan Lane. A sewer service easement shall be provided to allow for provision of sewer service to Lot 4 through Lot 5 from the existing 8-inch public sewer main in Ben Hogan Lane. Sewer service for Lots 7 and 8 will be provided by connection to the existing 8-inch public sewer main located within Ouimet Circle. No extensions of the public sewer system are required as part of this development, and individual lots will be served by service connections to the existing sewer main in accordance with City of Billings standards and specifications.
- Lots 1 and 9 are not annexed into the City of Billings, and no facilities with sewer service are allowed without separate application for annexation into the City of Billings.

C. Power, Telephone, Gas, and Cable Television

- Electric, telephone, natural gas, and cable television service will be provided by connections to existing utility infrastructure within Sam Snead Trail, Ben Hogan Lane, and Ouimet Circle. No new utility mains or lines are proposed as part of this development. Individual lot owners will

connect to the existing services in accordance with the standards and requirements of the respective utility providers.

VII. PARKS/OPEN SPACE

- Section 23-1002 of the City of Billings Subdivision Regulations covers the parkland requirements for subdivisions. The required parkland for this filing is 0.55 acres. In accordance with prior filings in the subdivision, the required parkland will be provided as a cash-in-lieu payment rather than as dedicated land.

VIII. IRRIGATION

No water rights have been transferred to the lot owners. Irrigation ditches that may exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners unless authorization from current and downstream users is provided.

IX. SOILS/GEOTECHNICAL STUDY

A geotechnical study has not been completed as part of this subdivision. It will be required for the developers of the lots to conduct their own, site specific, geotechnical study prior to development of the lots. Lot owners should be aware that soil characteristics within the subdivision, as described in the 1972 Yellowstone County Soil Survey, may present limitations for proposed construction.

X. PHASING OF IMPROVEMENTS

There is no phasing of improvements.

XI. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required public improvements with cash or by utilizing the mechanics of a private contract secured by letters of credit or a letter of commitment to lend funds from a commercial lender. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be installed as approved by the City Engineer and Utility Department Manager.

XII. LEGAL PROVISIONS APPLYING TO SUBDIVIDER

- A. Subdivider agrees to guarantee all public improvements for a period of two years from the date of final acceptance by the City of Billings.

- B.** The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C.** The covenants, agreements, and all statements in this Agreement run with the land and apply to and shall be binding on the heirs, personal representatives, successors, assigns and transferees of the respective parties.
- D.** In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E.** Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F.** Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER”

22500 NOL, LLC

By: _____

Title: _____

STATE OF MONTANA)

: ss

County of)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be the _____ of *22500 NOL, LLC*, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana

Printed Name: _____

Residing at: _____

My commission expires: _____

This agreement is hereby approved and accepted by the City of Billings, this ____ day of _____, 20__.

“CITY”
CITY OF BILLINGS
MONTANA

By: _____
Mayor

Attest: _____
City Clerk

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____ and _____, known to me to be the Mayor and City Clerk, respectively, of the City of Billings, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of the City of Billings, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

This agreement is hereby approved and accepted by Yellowstone County, this ____ day of _____, 20__.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, _____, and _____, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

Waiver of Right to Protest

FUTURE SPECIAL IMPROVEMENT DISTRICTS

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more special improvement district(s) for a period of no more than twenty years from the recording of this waiver, for street light maintenance and energy, and for the construction of streets, street widening, sidewalks, survey monuments, street name signs, curb and gutter, street lights, driveways, traffic signals, and traffic control devices, parks and park maintenance, trails, sanitary sewer lines, water lines, storm drains (either within or outside the area), and other improvements which the City of Billings may require.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

This Waiver is in addition to any other recorded waiver related to the property described herein and is not intended to replace, supersede, or invalidate any such waiver.

The real property hereinabove mentioned is more particularly described as follows:

Yellowstone Club Estates, 8th Filing

Signed and dated this ____ day of _____, 20__.

Subdivider/Owner

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this ____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, known to me to be 22500 NOL, LLC, the person who executed the forgoing instrument and acknowledged to me that he/she executed the same.

Notary Public in and for the State of Montana
Printed Name: _____
Residing at: _____
My commission expires: _____

FINDINGS OF FACT

The Planning staff has prepared the Findings of Fact for the preliminary plat of Yellowstone Club Estates, 8th Filing. These findings are based on the preliminary plat application and supplemental documents and address the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA), Yellowstone County Subdivision Regulations, and the Billings Subdivision Regulations (Section 23-303(H), BMCC).

A. What are the effects on agriculture, local services, the natural environment, wildlife, wildlife habitat, and public health, safety, and welfare? [MCA 76-3-608 (3) (a) and BMCC 23-302.H.2.]

1. Effect on agriculture and agricultural water user facilities

The subject property is vacant land that currently has an agricultural covenant. The subdivider is proposing to modify the agricultural covenant to remove Lots 2-8 which will be developed within the city. This will leave Lots 1 and 9 within the county. The perimeter ditches and drains shall remain in place and not be altered by the subdivider or subsequent owners. The subdivision should not affect agricultural water users' facilities.

2. Effect on local services

- a. **Utilities** – Water service will be provided by the City of Billings. New individual services will be provided to all the lots, and new fire hydrants will be installed as required by the City Fire Department. The water service for this subdivision comes from Ben Hogan Lane and Ouimet Circle. Any needed extension of those water lines will be installed by the subdivider to meet the requirements of the City of Billings Engineering Department regulations. The subdivider will install all new water lines in the local streets and individual services for each lot in accordance with design standards, specifications, rules, and regulations of the City of Billings Engineering/Public Works Department and MDEQ. This is outlined in the SIA under Section 'VI – Utilities, Subsection A – Water'.

Sanitary sewer service will be provided by connecting to the existing City of Billings' sewer mains. There is an existing sewer mains found in Ben Hogan Lane and Ouimet Circle. All new services shall be installed in accordance with design standards, specifications, rules, and regulations of the City of Billings Public Works Department and MDEQ. This is outlined in the SIA under Section 'VI – Utilities, Subsection B – Sanitary Sewer'.

Private Utilities will be provided from existing facilities to the subdivision. No additional easements on the lot frontage have been requested.

Stormwater – Stormwater drainage for the public streets is proposed to be provided by curb and gutters that discharge into storm water pipes. These and all other drainage improvements shall satisfy the criteria set forth by the *City of Billings Stormwater Management Manual* and will be subject to review and approval by the City Engineering Department.

- b. **Solid Waste** – The City of Billings will provide solid waste collection and disposal. The City's landfill has adequate capacity for this waste.
- c. **Streets** – The subdivision is adjacent to Sam Snead Trail, Ben Hogan Lane, Quimet Circle, and Chick Evans Lane. These rights-of-way are currently constructed and in service, and no new access points, street connections, or extensions are proposed as part of this development. Street improvements are included in the Waiver of Right to Protest Future Special Improvement Districts.

Sidewalks are not currently installed along Sam Snead Trail, Ben Hogan Lane, or Billy Casper Drive. No sidewalks will be installed as part of this subdivision, but such improvements are included in the Waiver of Right to Protest Future Special Improvement Districts. This information is all in the SIA under Section 'III - Transportation.'

- d. **Emergency Services** – The Billings Police and Fire Departments will respond to emergencies within the proposed subdivision. The nearest fire station is Station #7, approximately 1.9 road miles or 5 minutes driving time to the subject property. The subdivision is located within the ambulance service area of American Medical Response (AMR).
- e. **Schools** – School District #2 provides educational services to elementary through high school students. The school district did not raise any special requests or concerns during their review of this proposal.
- f. **Parks and Recreation** – This subdivision requires 0.55 Acres of parkland. The developer is meeting this requirement via a cash-in-lieu contribution.
- g. **Mail Delivery** - The United States Postal Service will provide postal service to the subdivision and has indicated that centralized mailbox units will be required as were installed for the previous filings of this subdivision. The developer will need to coordinate mailbox locations with the postal service (**Condition #1**).

3. Effect on the natural environment

The subject property is currently vacant land with the proposed use of residential land. The property is not located in a floodplain. During development, storm water pollution prevention best management practices are required to be used and monitored to prevent erosion on exposed ground. Overall, the effect on the natural environment should be minimal. Lots 1 and 9 within the county will be required to obtain a Weed Management Plan (**Condition #2**).

4. Effect on wildlife and wildlife habitat

There are no known endangered or threatened species on the property. There is a paragraph in the SIA that warns future lot owners of the presence of deer in the area,

which may cause damage to their landscaping. This subdivision should have a minimal effect on wildlife and wildlife habitat.

5. Effect on the public health, safety, and welfare

There will be no significant impacts to public health, safety, and welfare because of this subdivision.

B. Was an Environmental Assessment required? [(MCA 76-3-616 and BMCC 23-302.H.1.)]

The proposed subdivision is exempt from the requirement for an Environmental Assessment pursuant to Section 76-3-616, MCA.

C. Does the subdivision conform to the City of Billings 2016 Growth Policy, the 2014 Transportation Plan, and the Billings Area Bikeway and Trail Master Plan? [BMCC 23-302.H.4.]

1. City of Billings 2016 Growth Policy

The proposed subdivision is consistent with the following goals of the Growth Policy:

1. **Strong Neighborhoods** (livable, safe, sociable, and resilient neighborhoods): Neighborhoods that are safe and attractive and provide essential services are much desired.
2. **Home Base** (healthy, safe, and diverse housing options): Planning and construction of interconnected sidewalks and trails are important to the economy and livability of Billings.
3. **Essential Investments** (relating public and private expenditures to public values): Planning and construction of safe and affordable interconnected sidewalks and trails are important to the economy and livability of Billings.

This subdivision is not subject to the Billings 2045 Land Use Plan and Future Land Use Map as it was submitted prior to adoption or effective dates of the new land use regulations. Incidentally, this request matches the Future Land Use Map designations for this area as Urban Residential Limited. Applications that will be subject to the new regulations, Plan and Map will be processed after July 1, 2026.

3. 2023 Billings Urban Area Long Range Transportation Plan

The proposed subdivision adheres to the goals and objectives of the 2023 Transportation Plan and preserves the street network and street hierarchy specified in the plan.

4. Billings Area Bikeway and Trail Master Plan (BABTMP)

The proposed subdivision is within the jurisdiction of the Billings Area Bikeways and Trail Master Plan. There is a proposed trail network that would connect the subdivision to Canyonwoods Drive multi-use trail, however the applicant is requesting a variance from Section 23-406.C.1 of the City of Billings Subdivision regulations, and Section 4.6.D of the Yellowstone County Subdivision Regulations, which requires new subdivisions to comply with the currently adopted Active Transportation Plan. The applicant is requesting this variance due to topographic constraints on the area in question, with slopes reaching over 50% in grade. Construction of this connection will be deferred to a time of future develop of either Lot 1 or 9, as stipulated in the SIA, under Section ‘III - Transportation, subsection F- Billings Area Bikeway and Trail Master Plan.’

D. Does the subdivision conform to the Montana Subdivision and Platting Act and to local subdivision regulations? [MCA 76-3-608 (3) (b) and BMCC 23-302.H.3.a.]

The proposed subdivision satisfies the requirements of the Montana Subdivision and Platting Act and the design standards specified in the local subdivision regulations. The subdivider and the local government have complied with the subdivision review and approval procedures set forth in the local and state subdivision regulations.

E. Does the proposed subdivision conform to all requirements of the zoning in effect? [BMCC 23-302.H.3.e.]

The subject property is zoned N3 – Suburban Neighborhood Residential for Lots 2-8 within the city and P1- Parks and Open Space for Lots 1 and 9 within the county. The lot frontages conform to the requirements of this zone. Other building setbacks and structure specific requirements will be reviewed for compliance at the time of building permit review.

F. Does the proposed plat provide easements for the location and installation of any utilities? [MCA 76-3-608 (3) (c) and BMCC 23-302.H.3.b.]

The subdivider will provide utility easements as requested by private utility companies on the face of the plat.

G. Does the proposed plat provide legal and physical access to each parcel within the subdivision and notation of that access on the plat? [MCA 76-3-608 (3) (d) and BMCC 23-302.H.3.c.]

Legal and physical access is provided to the proposed will be from Sam Snead Trail, Ben Hogan Lane, Quimet Circle, and Chick Evans Lane. No new internal accesses created as part of this subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- The preliminary plat of Yellowstone Club Estates, 8th Filing does not create any adverse impacts that warrant denial of the subdivision.

- The proposed subdivision conforms to several of the goals and policies of the 2016 Growth Policy and does not conflict with the Transportation or Bikeway/Trail Plans.
- The proposed subdivision complies with state and local subdivision regulations, local zoning, and sanitary requirements and provides legal and physical access to each lot.
- Any potential negative or adverse impacts will be mitigated with the proposed conditions of approval.

RECOMMENDATION

The Planning Board recommends to County Commissioners that the preliminary plat of Yellowstone Club Estates, 8th Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Yellowstone County Commissioners July 21, 2026

Mark Morse, County Commissioner

Mike Waters, County Commissioner

Chris White, County Commissioner

RECOMMENDATION

The Planning Board recommends to City Council that the preliminary plat of Yellowstone Club Estates, 8th Filing be conditionally approved and adopt the Findings of Fact as presented in the staff report.

Approved by the Billings City Council, July 27, 2026

Mike Nelson, Mayor

Variance Request – Multi-Use Trail Connection
Yellowstone Club Estates, 8th Filing

Yellowstone Club Estates, 8th Filing (Subdivision) proposes development on land adjacent to existing developed subdivisions including Price Subdivision and Ironwood Subdivision. As part of the City of Billings Subdivision Regulations, **Section 23-406.C.1** requires subdivisions to comply with the Currently adopted Active Transportation Plan, depicting a multi-use trail in the vicinity of Lots 2 and 3 of the proposed Subdivision. This variance request seeks relief from strict application of Section 23-406.C.1 as it relates to providing direct trail connectivity through the site in the location shown on the Active Transportation Plan.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The granting of this variance will not be detrimental to public health, safety, or general welfare, nor injurious to adjoining properties. The conceptual trail connection identified in the Active Transportation Plan traverses terrain with extreme topographic constraints, including slopes approaching 50% and elevation differences ranging from approximately 18 to 22 feet as can be seen on the included exhibit depicting the surrounding area. Construction of a trail in this location would present safety concerns related to slope stability, user accessibility, and long-term maintenance.

Furthermore, the alignment would require connection through the Price Subdivision, which is already developed and lacks legal access for such a connection. As such, enforcing the connection at this location would not provide a safe or functional public facility and could create conflicts with existing development.

The proposed variance avoids forcing an unsafe or impractical connection while preserving the opportunity for a future trail connection to be constructed in a more appropriate location.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

Strict application of Section 23-406 would create an undue hardship due to the unique topographical constraints of the property. The site contains steep slopes on the order of 50% and significant vertical elevation changes (18 to 22 feet) across the area where the conceptual trail connection is shown.

These conditions make construction of a compliant and accessible trail infeasible without extensive grading, retaining structures, or other extraordinary engineering measures. Such improvements would result in disproportionate costs and environmental disturbance relative to the benefit provided.

In addition, the required connection as shown on the Active Transportation Plan would extend into the Price Subdivision, which is governed by an existing Subdivision Improvement Agreement (agreement between the City of Billings and Price Subdivision) and Codes of

Covenants and Restrictions that do not provide for this access and disallow further development where legal access for the trail planned in the Active Transportation Plan could be required by the City. The SIA further limits additional development or modification within Price Subdivision under current conditions, making implementation of the connection outside the control of the applicant.

These combined physical and legal constraints constitute a clear hardship specific to this property.

3. The variance will not result in an increase in taxpayer burden.

Approval of this variance will not result in an increased burden to taxpayers. Constructing a trail in this location would require significant grading, structural improvements, and ongoing maintenance due to the steep terrain, all of which could impose long-term public costs if dedicated to the City.

By deferring the connection to a more feasible future location, the City avoids the cost of maintaining a facility that is difficult to construct, potentially unsafe, and inefficient to serve users.

Future development of Agricultural Tract 1, as identified in this Subdivision's Subdivision Improvement Agreement, will be required to provide a trail connection to the existing park in Ironwood Subdivision. This ensures that the intended connectivity is ultimately achieved without premature or inefficient public expenditure.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

The requested variance will not place the subdivision in nonconformance with any adopted zoning regulations or the City of Billings Growth Policy. The subdivision will continue to comply with all applicable zoning requirements, including land use, lot design, and development standards.

While the Active Transportation Plan identifies a conceptual trail connection in this vicinity, the plan allows for flexibility in implementation based on site-specific conditions. Deferring the connection to a more feasible alignment through future development maintains consistency with the overall intent of the plan while recognizing existing constraints.

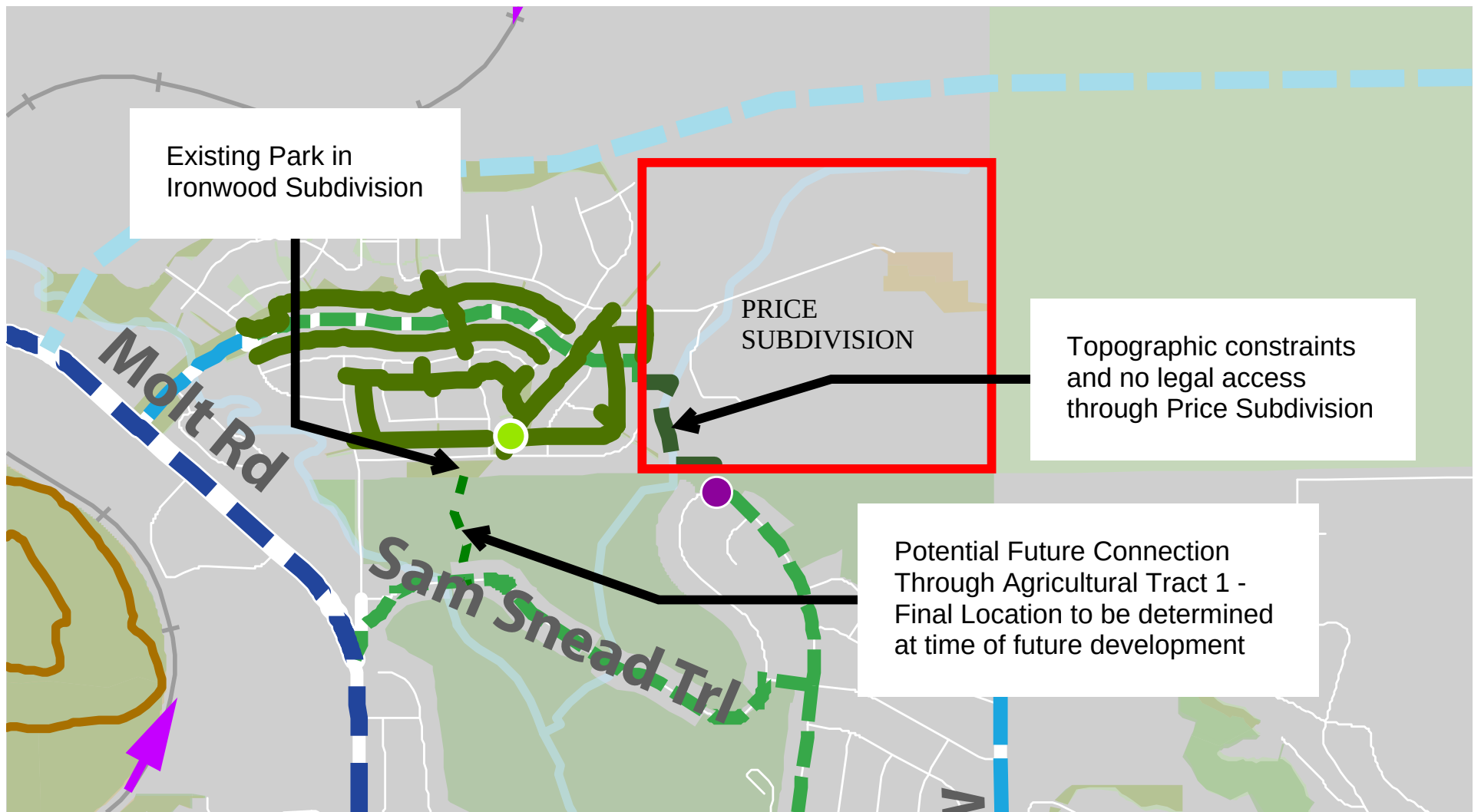
5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

The proposed alternative design is equally effective in meeting the intent of Section 23-406.C.1 and the City's transportation planning objectives. While the immediate construction of the conceptual trail connection is not feasible at this location, the overall goal of providing connectivity to parks and the non-motorized network will still be achieved.

As documented in this Subdivision's Subdivision Improvement Agreement, future development of Agricultural Tract 1 will be required to construct a trail connection to the existing park within Ironwood Subdivision. This alternative ensures that a safe, functional, and accessible trail

connection is ultimately provided in a location that is better suited for construction and long-term use.

This approach satisfies the objectives of connectivity, safety, and efficient infrastructure development without imposing undue hardship or creating impractical design conditions.





NOTES

1. CONTOURS AT 1' AND 5' INTERVALS.

PROJECT NUMBER	2025-002
SHEET NUMBER	1 OF 2
DRAWING NUMBER	EX A

COPYRIGHT 2025 ©

ADDENDUM/REVISION	DATE	BY	CHECKED BY

VERIFY SCALE!
THESE PRINTS MAY BE
REDUCED.
LINE BELOW MEASURES
ONE-INCH ON
ORIGINAL DRAWING.

MODIFY SCALE
ACCORDINGLY

BGR	DESIGNED BY
BGR	DRAWN BY
QUALITY ASSURANCE	TJK
CHECKED BY	

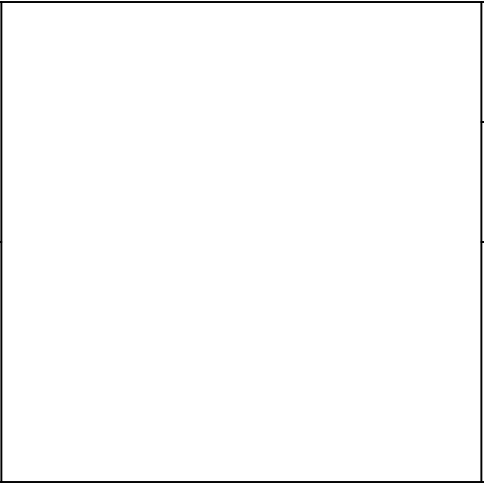
EXHIBIT

PERFORMANCE
ENGINEERING

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

YELLOWSTONE CLUB ESTATES, 8TH FILING

TRAIL MASTER PLAN CONNECTION POINT





1. CONTOURS AT 1' AND 5' INTERVALS

[illegible]

MODIFY SCALE
ACCORDINGLY

QUALITY
ASSURANCE
TJK
CHECKED BY

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

TRAIL MASTER PLAN CONNECTION POINT

EX B

Return Address:
Performance Engineering
3412 Colton Boulevard, Suite 202
Billings, MT 59102

Termination and Revocation of Certificate of Survey-Agricultural Exemption

THIS AGREEMENT is made and entered into by **22500 NOL, LLC**, as owners of Agricultural Tract 11-A-2 of the Amended Tract 11-A of the Remainder of Tract 11, Certificate of Survey No. 836 in Yellowstone County, Montana, and **YELLOWSTONE COUNTY, MONTANA**, as the governing body.

WHEREAS, Agricultural Tract 11-A-2 of the Amended Tract 11-A of the Remainder of Tract 11, Certificate of Survey No. 836 (Document No. 4042155), situated in the N ½ of Section 30, Township 01 North, Range 25 East, P.M.M., Yellowstone County, Montana, was subject to a Declaration of Agricultural Covenant (Document No. 4042156); and

WHEREAS, said tract was surveyed and platted as Yellowstone Club Estates, 8th Filing creating nine lots, which complied with all requirements, rules, regulations, policies, and resolutions of the City of Billings and Yellowstone County, and the laws and administrative rules of the State of Montana; and,

WHEREAS, Lots 2 through 8, inclusive, of said Yellowstone Club Estates, 8th Filing, have been annexed into the City of Billings and it is agreed upon between 22500 NOL, LLC and Yellowstone County that said Declaration of Agricultural Covenant is terminated and revoked on said lots; and,

WHEREAS, Only Lot 1 and 9 of Yellowstone Club Estates, 8th Filing, shall continue to remain bound by the terms of the original Declaration of Agricultural Covenant (Document No. 4042156),

WHEREAS, the Plat of Yellowstone Club Estates, 8th Filing, was filed under Document No. _____, records of Yellowstone County, Montana; and

WHEREAS, Yellowstone Club Estates, 8th Filing, consists of 9 lots and the owners desire to lift the agricultural covenant on seven of said nine lots including Lots 2 through 8, inclusive;

THEREFORE, the parties to this agreement do hereby agree that the provisions of the Declaration of Agricultural Covenant (Document No. 4042156) imposed on Agricultural Tract 11-A-2 of the Amended

Tract 11-A of the Remainder of Tract 11, Certificate of Survey No. 836 (Document No. 4042155) is hereby removed from Lots 2 through 8, inclusive, of Yellowstone Club Estates, 8th Filing.

Dated this _____ day of _____ 20__.

22500 NOL, LLC

Title:

Date

State of Montana)

:

County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public for the State of Montana, personally appeared, _____, being the _____ of 22500 NOL, LLC known to me to be the persons whose name is subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year first above written.

(seal)

Print Name: _____

Notary Public for the State of Montana

Residing at Billings, Montana

My commission expires _____

Yellowstone County Commissioners

Chairperson

Commissioner

Commissioner

Attest:

Jeff Martin, Clerk & Recorder

State of Montana)
:
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public for the State of Montana, personally appeared, _____, _____, and _____, members of the Board of County Commissioners, and Jeff Martin, County Clerk & Recorder, known to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS, WHEREOF, I have hereunto set my hand and affixed my notary seal the day and year first above written.

(seal)

Print Name: _____

Notary Public for the State of Montana

Residing at Billings, Montana

My commission expires _____

B.O.C.C. Regular

1. b.

Meeting Date: 07/21/2026**SUBJECT:** Shop House Acres Subdivision, County Major Preliminary Plat**THROUGH:** Dave Green**FROM:** Dave Green

TOPIC

Shop House Acres Subdivision, County Major Preliminary Plat

INTRODUCTION

On May 1, 2026, IMEG, for Levi Britton, applied for preliminary major plat approval of Shop House Acres Subdivision. The subdivision will create 49 lots for residential/commercial development. The subject property is generally located west of South 80th Street West, south of Wisner Avenue which is south of King Avenue West. Tax ID D00207. This parcel of land is outside county zoning. These lots will be for shop buildings for businesses and hobby shops. There will be cisterns and septic available at each lot should the lot purchaser want to include a single bedroom dwelling unit with the shop. Shop World 406 LLC, located south of Monad Road and east of Eggebrecht Lane is another example of shops with some of them having water and septic on the lot.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners that the preliminary plat of Shop House Acres Subdivision be conditionally approved, variance accepted, and the Findings of Fact adopted as presented in the staff report.

VARIANCE REQUESTED

One variance is requested: The applicant has requested a variance from Section 4.6.B.1, of the Yellowstone County Subdivision Regulations, which outlines a connection to undeveloped / underdeveloped land surrounding proposed subdivisions. The maximum distance between those connections is 600 feet. Staff is recommending approval of the variance request.

Further explanation and analysis can be found in Attachment A.

PROPOSED CONDITIONS OF APPROVAL

1. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
2. To provide a maintenance mechanism for the new sections of public roads with the subdivision and to protect public health and safety, prior to final plat approval, the applicant will petition to create an RSID for the future maintenance of the public roads.
3. To protect public health and safety with proper consideration given to road conditions and site distance, prior to final plat approval, the applicant will provide analysis from a professional engineer that site distance, in accordance with AASHTO, has been met for the proposed access locations. Failure to obtain safe site distances per the engineering analysis will require relocation of the entrances to the subdivision. Public Works must review and approve the intersection locations prior to final plat approval.
4. To protect public health and safety with proper fire suppression, prior to final plat approval, the applicant will submit construction drawings of the dry hydrant system to Laurel Fire Department for review and approval. Once installed, the applicant will request the Laurel Fire Department test the system to ensure it works correctly and get a sign off from Laurel Fire Department. The applicant will

also create an RSID for the dry hydrant system. The applicant will also coordinate with the Laurel Fire Department, and provide a Knox Box to obtain access to structures behind the gate should there be a fire inside the subdivision.

5. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.

6. To minimize effects on the natural environment, prior to final plat approval, a weed management plan and property inspection shall be completed by the County Weed Department.

7. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.

8. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, regulations, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

Pre-Application Meeting: January 29, 2026

Preliminary Plat application submitted to Planning Division: May 1, 2026

Departmental Review Meeting: May 14, 2026 Preliminary

Plat Resubmittal: May 21, 2026

Planning Board Plat Review: June 9, 2026

Planning Board Public Hearing: June 23, 2026

Preliminary Plat to Board of County Commissioners: July 21, 2026

60 Working-Day Preliminary Plat Review period ends: July 28, 2026

PLAT INFORMATION

General location: South 80th Street West, south of Wisner Avenue which is south of King Avenue West.

Legal Description: Located in Section 14, Township 1S, Range 24E or more specifically: S14, T01 S, R24 E, N2N2E2SE4 N1/2N1/2E1/2SE 14-1S-24. Tax ID D00207.

Owner/Subdivider: Las Palmas LLC, Levi Britton

Surveyor/Engineer: IMEG

Existing Zoning: None

Proposed Zoning: None

Existing Land Use: Grazing land

Proposed Land Use: Residential/Commercial

Gross area: 19.78 acres

Net area:

Proposed number of lots: 48

Max.: 48,907 square feet

Min.: 14,841 square feet

Parkland requirements: Subdivision regulations require a dedication of 1.93 acres. The applicant is providing a cash-in-lieu contribution for parkland.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Planning Board Discussion June 9, 2026: Staff gave a brief presentation about the proposed subdivision to the Planning Board. After the presentation, staff stood for any questions that the Planning Board may have concerning the subdivision. One board member asked the reason for public roads turning to private. Staff responded that Yellowstone County requires the dry hydrants to be on public roads in addition to the need of queuing space for the vehicle to get off S 80th St W before coming to the gate. Board member Staley asked if a condition could be added. He stated that because of the electronic gate requirement, the fire department needs to have a Knox box to be able to access the structures behind the gate in case of a fire. Staff recommended that condition #4 be modified to include the requirement for a Knox box for the Laurel Fire Department. Matt Suek, agent, stood to answer questions. Board member Stephenson asked if they had heard anything from surrounding property owners. Mr. Suek stated he had not heard anything from surrounding neighbors. There were no other questions from the board.

Planning Board Public Hearing June 23, 2026: Staff gave a brief presentation to the Planning Board about the proposed subdivision. After the presentation, staff asked if there were any questions from the board, for staff. There were no questions for staff from the board. The Planning Board President opened the public hearing. One neighbor stood to speak to the board about a concern they had about how the new subdivision was handling the stormwater. They were concerned that stormwater from the subdivision would flood their property and home. They asked that the developer put a culvert under their driveway so the stormwater that runs in the drainage ditch along South 80th Street West would go under their driveway and not over their driveway. The developer was present at the meeting and stated he would be willing to put in the culvert for them to let water run under their driveway and down South 80th Street West as it has historically done. They had no other concerns or questions. No one else stood to speak for or against the proposed subdivision.

The public hearing was closed, and a motion was made to recommend conditional approval, approval of the variance and the Findings of Fact to the Board of County Commissioners. The motion was seconded and unanimously approved.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See attached Findings of Fact.

CONCLUSIONS OF FINDINGS OF FACT

See attached Findings of Fact.

RECOMMENDATION

The Planning Board recommends to the Board of County Commissioners that the preliminary plat of Shop House Acres Subdivision be conditionally approved, variance accepted, and the Findings of Fact adopted as presented in the staff report.

Attachments

Proposed Plat

Draft SIA

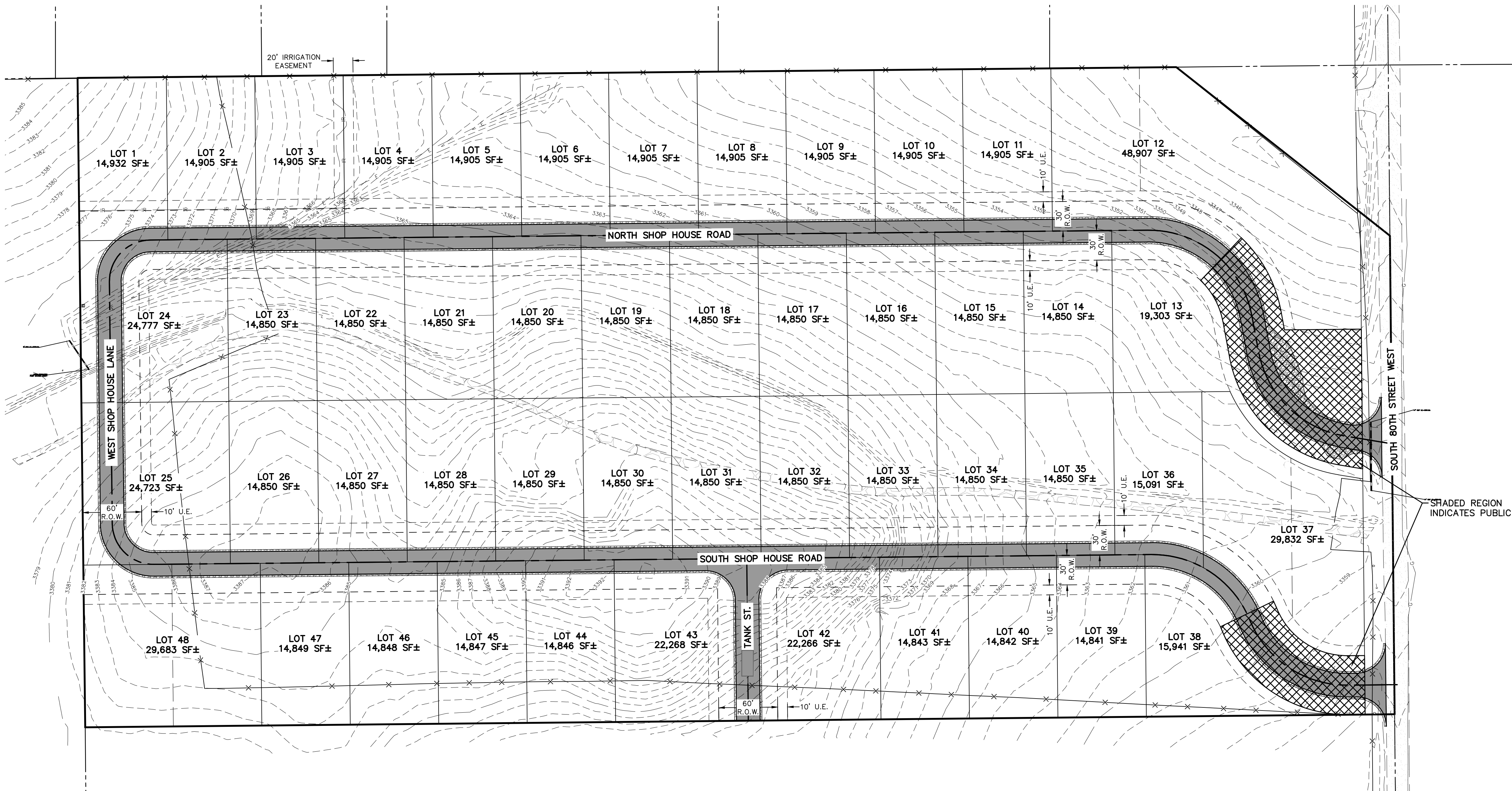
Findings of Fact

Variance request from applicant

Attachment A - Staff variance review

PRELIMINARY PLAT OF
SHOP HOUSE ACRES SUBDIVISION

LOCATED IN N1/2, SE1/4, SE1/4 SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA



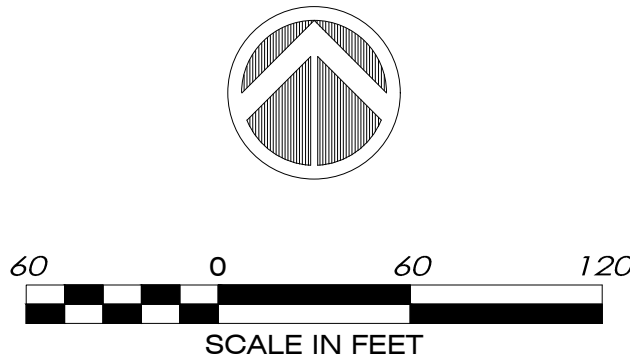
BASIS OF BEARING
STATE PLANE MONTANA - ZONE 2500
GROUND (TRUE) DISTANCES

RECORD OWNER:
LAS PALMAS, L.L.C.

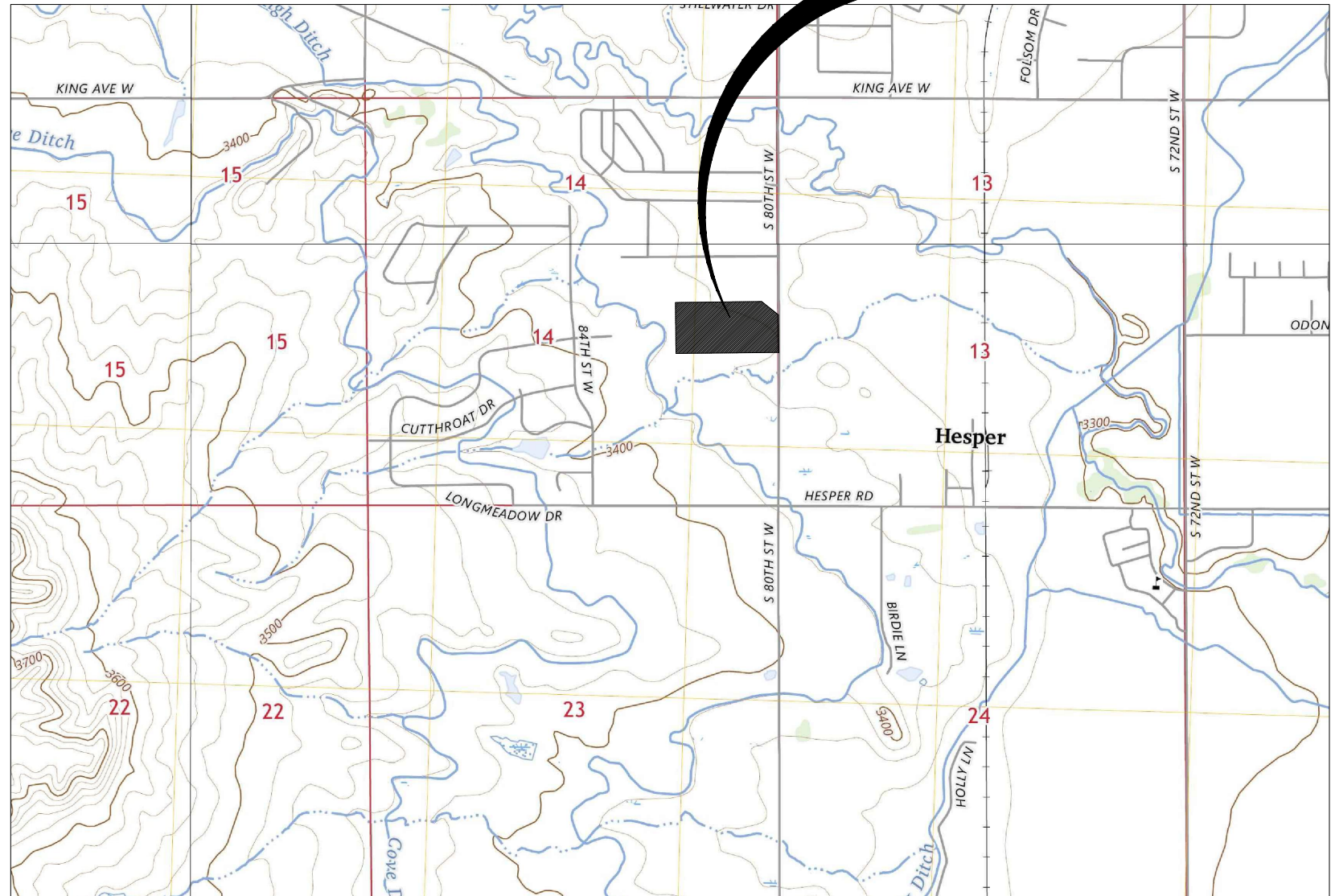
SUBDIVIDER:
LAS PALMAS, L.L.C.

DATE:
APRIL, 2026

TOTAL SUBDIVISION AREA:
19.78 ACRES (GROSS)
18.48 ACRES (NET)



VICINITY MAP



THIS PROJECT

SITE DATA

NUMBER OF LOTS	48
MAXIMUM LOT AREA	48,907 SF
MINIMUM LOT AREA	14,841 SF
AREA OF OPEN SPACE	NA
LINEAR FEET OF STREETS	3,221 LF
NET ACREAGE	18.77 AC
GROSS ACREAGE	19.78 AC
EXISTING ZONING	UNZONED
PROPOSED ZONING	UNZONED
EXISTING LAND USE	AGRICULTURAL
PROPOSED LAND USE	COMMERCIAL

LEGEND

- (E) = EXISTING
(P) = PROPOSED
R/W OR R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
[Symbol] = CISTERN WITH 50' CISTERN ISOLATION ZONE
[Symbol] = DRAINFIELD
- [Symbol] = (E) SURVEY BOUNDARY
[Symbol] = (E) UNDERGROUND ELECTRIC
[Symbol] = (E) CHAIN LINK FENCE
[Symbol] = (E) CONTOUR
[Symbol] = (P) PROPERTY LINE
[Symbol] = (P) CENTERLINE
[Symbol] = (P) EASEMENT LINE
[Symbol] = (P) R.O.W. LINE
[Symbol] = (P) SANITARY SEWER
[Symbol] = (P) WATER LINE

PROJECT LOCATION

SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M. OF YELLOWSTONE COUNTY, MONTANA

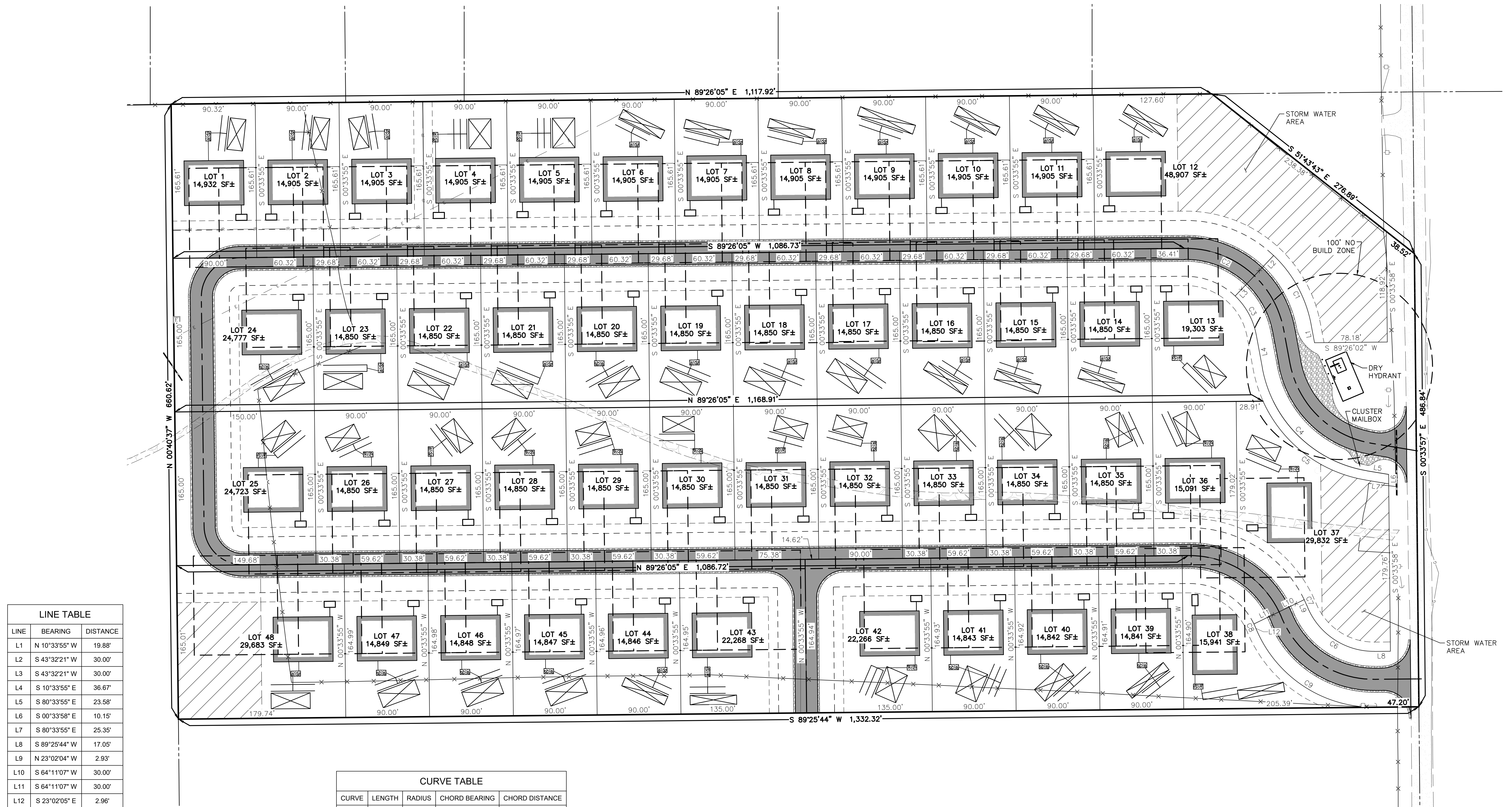
T. 1 S.	R. 24 E.	SEC.	1/4
		14	1S 24E



550 N. 31ST ST., STE 111
BILLINGS, MT 59101
PH: 406.248.9000
FAX: 406.721.5224
www.imegcorp.com
IMEG PROJECT NO. 25006765

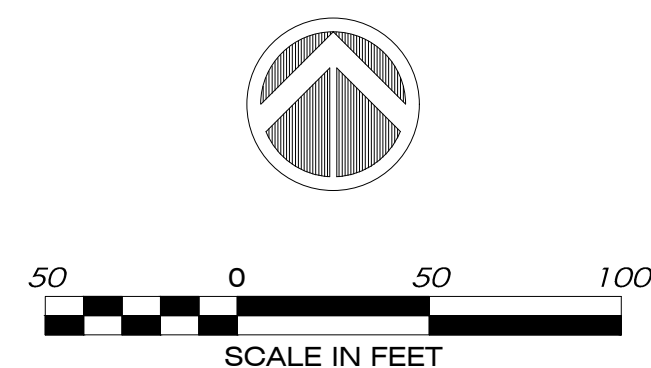
PRELIMINARY PLAT OF
SHOP HOUSE ACRES SUBDIVISION

LOCATED IN N1/2, SE1/4, SE1/4 SECTION 14, TOWNSHIP 1 SOUTH, RANGE 24 EAST, P.M.M., YELLOWSTONE COUNTY, MONTANA



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 10°33'55" W	19.88'
L2	S 43°32'21" W	30.00'
L3	S 43°32'21" W	30.00'
L4	S 10°33'55" E	36.67'
L5	S 80°33'55" E	23.58'
L6	S 00°33'58" E	10.15'
L7	S 80°33'55" E	25.35'
L8	S 89°25'44" W	17.05'
L9	N 23°02'04" W	2.93'
L10	S 64°11'07" W	30.00'
L11	S 64°11'07" W	30.00'
L12	S 23°02'05" E	2.96'

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD DISTANCE
C1	85.83'	137.00'	N 28°30'47" W	84.43'
C2	82.36'	107.00'	S 68°30'47" E	80.35'
C3	48.24'	77.00'	S 28°30'47" E	47.46'
C4	167.38'	137.00'	S 45°33'55" E	157.16'
C5	144.49'	147.00'	S 52°24'26" E	138.74'
C6	90.72'	77.00'	N 56°49'05" W	85.56'
C7	6.65'	136.99'	N 24°25'29" W	6.65'
C8	3.74'	77.00'	S 24°25'29" E	3.74'
C9	161.28'	136.89'	S 56°47'15" E	152.12'



- (E) = EXISTING
(P) = PROPOSED
R/W OR R.O.W. = RIGHT-OF-WAY
U.E. = UTILITY EASEMENT
[] = CISTERN WITH 50' CISTERN ISOLATION ZONE
[] = DRAINFIELD

LEGEND

- (E) SURVEY BOUNDARY
— (E) UNDERGROUND ELECTRIC
— (E) CHAIN LINK FENCE
— 100' = (E) CONTOUR
— (P) PROPERTY LINE
— (P) CENTERLINE
— (P) EASEMENT LINE
— (P) R.O.W. LINE
— (P) SANITARY SEWER
— (P) WATER LINE

SUBDIVISION IMPROVEMENTS AGREEMENT

SHOP HOUSE ACRES SUBDIVISION

IMEG #25006765

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SUBDIVISION IMPROVEMENTS AGREEMENT
SHOP HOUSE ACRES SUBDIVISION

This agreement is made and entered into this _____ day of _____, 20____, by and between *Levi Britton*, whose address for the purpose of this agreement is 941 S 84th St. W, Billings, Montana, 59106, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Board of Planning recommended conditional approval of a preliminary plat of *Shop House Acres Subdivision*, and

WHEREAS, at a regular meeting conducted on _____ day of _____, 20____, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Shop House Acres Subdivision*, and

WHEREAS, a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS, the provisions of this agreement shall be effective and applicable to *Shop House Acres Subdivision* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

- A. One Variance has been requested related to connectivity to adjacent parcels to allow only one connection to the property to the south due to topography and ditch constraints. Tank Street will provide access to the South.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is being built adjacent to open agricultural areas and contains wildlife migratory routes. Consequently, owners are advised that wildlife indigenous to the prairies or cultivated crops are found on the property, may impact the developed property, and interface with domestic animals, residents, and visitors. Owners may also experience problems with damage to landscaped shrubs, flowers, and gardens/ Any impacts associated with wildlife and damage is the responsibility of the lot owners.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential

limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

- C. No water rights have been transferred to the lot owners. If irrigation ditches exist on the perimeter of this development, they will be preserved for the benefit of other properties. Any existing perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.
- D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E. The property is not located within a FEMA designated floodplain or floodway. Please see the FEMA Floodplain Map 30111C1240E.
- F. Culverts, associated drainage swales, and storm ponds shall not be filled in or altered by the subdivider or subsequent lot owners.
- G. When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- H. Future maintenance of all public (or common) improvements shall be done through one (1) or more Homeowners Association (HOA) or RSID(s) created as part of the SIA for this subdivision.
- I. The Subdivider will obtain two Access Permits from County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the accesses and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the Subdivider removing what has been installed and locating the access in an approved location at the Subdividers expense.

Future lot owners inside the subdivision will all access their property from the private road network, and a County Public Works Access permit will not be required.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets & Roads

All public and private roads within the **Shop House Acres Subdivision** will be constructed as **24-foot-wide paved asphalt streets** with **2-foot gravel shoulders** within **60-foot-wide rights-of-way and Easements**. All public streets will be located in the rights-of-way and will be dedicated for public use and maintained through one or more Rural Special Improvement Districts (RSIDs) established at the time of final plat approval. All private internal driving areas will be located in the easement and will be maintained by the Shop House Acres HOA.

The internal public and private road network includes the following:

- North Shop House Road — A primary access road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A portion of this road shall be public to accommodate for the public dry fire hydrant and mailboxes. A gate will be installed at the transition from Public to Private Road.
- West Shop House Lane — An interior north-south local private road providing access within the subdivision.
- South Shop House Road — A primary access private road entering the subdivision from South 80th Street West, serving as a main east-west corridor through the development. A gate will be installed at the approach to 80th Street as this is a private road.
- Tank Street — An interior north-south local private road providing future access to the property to the south.

All roads will be constructed to Yellowstone County standards for cross-section, drainage, grading, and sight distance. Traffic control signs and intersection markings will comply with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County Public Works requirements.

All public and private roads have been designed to County specifications, with appropriate centerline geometry, ROW dedication, easement, and stormwater grading considerations. Intersections will be built with sight distance and safety requirements in compliance with MUTCD and Yellowstone County design standards.

B. Traffic Control Devices

The Shop House Acres Subdivision will include the installation of regulatory traffic control signage at key intersections to ensure safe vehicular movement and compliance with County and MUTCD standards. Based on the internal street network layout and projected traffic flow, a total of two stop signs will be installed within the subdivision at the two proposed access locations.

Stop sign locations will include, but are not limited to, the following intersections:

1. North Shop House Road & South 80th Street West (stop for exiting traffic)
2. South Shop House Road & South 80th Street West (stop for exiting traffic)

All signage will be fabricated and installed in accordance with the Manual on Uniform Traffic Control Devices (MUTCD) and Yellowstone County specifications. The subdivider shall install signage concurrent with each phase of roadway construction to ensure functionality upon completion of each new segment of the road network.

Final placement and quantity of stop signs will be subject to Yellowstone County Public Works review and approval at the time of engineering plan submittal.

C. Access

- There will be two accesses for the proposed subdivision, one from North Shop House Road and one from South Shop House Road. Each approach will have 60' right-of-way/easement.
- All lots within the subdivision shall be accessed using the internal private road network. Approximately, the first 137' of North Shop House Circle shall be public for the use of the public 30,000-gallon dry hydrant tank and cluster mailbox.

D. Billings Area Bikeways and Trail Master Plan (BABTMP)

The BABTMP does not intersect with this property.

IV. EMERGENCY SERVICE

Emergency services for the Shop House Acres Subdivision will be provided by regional agencies serving unincorporated Yellowstone County. Fire protection infrastructure will be integrated into the subdivision as required under Yellowstone County Subdivision Regulations and applicable fire code guidance.

Fire Protection:

Fire protection for the subdivision will be provided by the Laurel Fire Department. To support fire suppression needs, one 30,000-gallon dry hydrant tank will be installed within the subdivision. The hydrant is depicted on the preliminary plat and will be accessible to fire response vehicles. The tank will be designed and installed per County and fire authority requirements, and ongoing maintenance will be the responsibility of the subdivision's RSID.

Law Enforcement:

Law enforcement services will be provided by the Yellowstone County Sheriff's Office, which has jurisdiction over unincorporated areas of the county.

Emergency Medical Services:

Ambulance services will be provided by Laurel Emergency Services.

All emergency service providers have been notified of the proposed subdivision during preliminary plat review. The subdivision's road widths, intersection design, and emergency vehicle turnaround provisions have been developed to comply with fire department access standards and ensure continuous emergency response capability throughout development.

V. Storm Drainage

Stormwater management for the Shop House Acres Subdivision will be addressed through a combination of private detention ponds and conveyance swales. These systems are designed to safely accommodate runoff generated by both impervious surfaces (e.g., roads and driveways) and

graded lot areas while protecting downstream properties, infrastructure, and natural drainage corridors.

A stormwater management plan will be developed in accordance with Section 4.7 of the Yellowstone County Subdivision Regulations and Montana DEQ Circular DEQ-8. The plan will include the construction of regional stormwater retention ponds, strategically located within the subdivision, defined on the preliminary plat. These facilities will capture, retain, and treat roadway runoff and conveyances from common infrastructure prior to controlled release into natural drainages or swales. Stormwater retention shall be provided on Lots 12, 37, and 48. The Subdivider acknowledges that the lot lying within the stormwater detention area will not be available for construction or sale.

All stormwater facilities, including the regional pond and appurtenant conveyance infrastructure, will:

- Be constructed to meet or exceed MDEQ performance standards,
- Be reviewed and approved by MDEQ (or its authorized designee) prior to final plat approval,
- Be sized based on rational method or hydrologic modeling as outlined in the approved Storm Pond Design Report,
- Include emergency overflows and sediment forebays where required.

Final construction drawings and storm drainage reports will be submitted for County and DEQ review as part of the public infrastructure approval process. Operation and long-term maintenance of regional drainage facilities will be the responsibility of the subdivision's RSID or HOA, as defined in the covenants and the final plat filing.

VI. Utilities

A. Water Supply

Each lot within the Shop House Acres Subdivision will be served by an individual cistern system, which will be supplied by a licensed local water service provider. These systems are designed to comply with Section 4.9 of the Yellowstone County Subdivision Regulations, ensuring that all water supply provisions meet the necessary health and safety standards. Approval from the Montana Department of Environmental Quality (MDEQ) will be obtained for these systems and included with the final plat filing. Maintenance of the cisterns will be the responsibility of the individual lot owners.

B. Sanitary Sewer

Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. These systems will be designed and constructed in accordance with Section 4.8 of the Yellowstone County Subdivision Regulations and the standards set forth in Montana DEQ Circular DEQ-4. Approval from the MDEQ will be secured prior to the final plat approval, and documentation of such approval will be included in the final plat submission. Each lot owner will be responsible for the operation and maintenance of their respective septic system.

C. Power, Telephone, Gas, and Cable Television

Electricity, telephone, natural gas, and cable television services will be extended to each lot within the subdivision. These utilities will be installed within the utility easements designated on the final plat. The easements are designed to meet the requirements of the utility providers and will be coordinated with them during the development process to ensure proper installation and service delivery.

D. Solid Waste Disposal

Solid waste collection and disposal services will be provided by licensed local waste disposal companies operating within Yellowstone County. Each property owner will be responsible for arranging for their own solid waste pickup services. Disposal of solid waste will be conducted in accordance with the standards set forth by the Montana Department of Environmental Quality (MDEQ) and the Yellowstone City-County Health Department, ensuring that all waste is managed in an environmentally responsible manner.

VII. Parks & Open Space

Since each unit can have living quarters these lots will be classified as residential. Because of this parkland dedication is required for the residential lots. The subdivider will be providing cash in lieu of the parkland. For the parkland dedication calculation, the development includes approximately 15.75 acres of residential lots less than 0.5 acres, which require 11% parkland dedication. The development also includes approximately 1.86 acres of residential lots between 0.5 acre and 1 acre, which require 7.5% parkland dedication. Lastly, the development includes approximately 1.12 acres of residential lots between 1 acre and 3 acres, which require 5% parkland dedication. Based on the parkland dedication calculation, approximately 1.93 acres of parkland dedication will be required and paid as cash in lieu of parkland.

VIII. Irrigation

There are no irrigation systems, irrigation districts, or water rights associated with the land comprising the Shop House Acres Subdivision. As such, no irrigation infrastructure will be installed, and no water rights will be transferred as part of the subdivision process.

The subdivision has been designed to function without a centralized or individual irrigation supply. Lot owners will not be obligated to install or maintain irrigated lawns, and no requirement for turf or landscape irrigation will be imposed through the subdivision covenants.

IX. Weed Management

The Subdivider and all future lot owners shall be responsible for the control and management of noxious weeds within the Shop House Acres Subdivision, consistent with the current Yellowstone County Noxious Weed List and in accordance with Section 7-22-2152, MCA.

Requirements

The following measures will be implemented:

- A Weed Management Plan shall be submitted to the Yellowstone County Weed Department for review and approval. This plan will identify existing noxious weed species present on

the site and outline specific control methods, herbicide usage (if applicable), mechanical or cultural treatment, and maintenance timelines.

- The Weed Management Plan shall be kept current and updated as necessary, particularly prior to the start of construction in any new phase of development. The cost of weed management shall be borne by the individual property owner or responsible development entity.
- A Revegetation Plan shall also be submitted as part of the overall weed management strategy. This plan will identify seed mix recommendations to promote the establishment of native or low-maintenance species for soil stabilization and long-term weed suppression. Recommendations may be obtained from the Yellowstone County Weed Department and are subject to modification based on a required pre-development site inspection.

Enforcement of weed control will be consistent with County policies, and ongoing compliance will be the responsibility of each owner of record. Failure to adhere to the approved plan may result in enforcement action under County weed ordinances.

X. Soils / Geotechnical Study

No formal geotechnical investigation or site-wide soils analysis has been conducted by the Subdivider for the Shop House Acres Subdivision. Soil conditions across the subdivision are expected to vary due to the property's natural topography and geological setting. As a result, subsurface conditions—including soil bearing capacity, frost susceptibility, shrink-swell potential, and groundwater levels—may differ significantly between lots.

Individual lot owners are strongly encouraged to conduct site-specific geotechnical evaluations prior to initiating any structural construction. These evaluations should be performed by a qualified professional geotechnical engineer to determine the appropriate foundation design and to assess the need for any soil stabilization, drainage enhancements, or specialized construction techniques.

XI. Phasing of Improvements

The Shop House Acres Subdivision will not be a phased construction development. However, in accordance with MCA 76-3-617(4), the Subdivider shall notify the governing body a minimum of 30 days prior to the commencement of any infrastructure construction.

XII. Financial Guarantees

The Subdivider shall be responsible for the design, installation, and construction of all required public improvements in each phase of the Shop House Acres Subdivision. Improvements include, but are not limited to: roads, stormwater drainage, fire protection systems, and utility infrastructure. All such improvements shall be constructed under private contract and designed by a licensed professional civil engineer registered in the State of Montana.

All improvements must be completed prior to final plat approval, unless a financial guarantee is provided in accordance with the procedures set forth in Chapter 5 of the Yellowstone County Subdivision Regulations.

If improvements are not fully constructed at the time of final plat, the Subdivider shall provide the County with a monetary security in an amount equal to 125% of the estimated cost of the uncompleted improvements. Acceptable forms of financial security include:

- An irrevocable letter of credit from a federally insured financial institution,
- A performance bond issued by a licensed surety company,
- An escrow agreement, or
- Any other method approved by the Yellowstone County Planning Board and Board of County Commissioners.

The cost estimate shall be prepared and sealed by a Montana-licensed professional engineer and reviewed by the County Engineer or designee. All financial instruments shall remain in effect until the County has verified that improvements have been satisfactorily completed and accepted for public use.

Upon completion of the improvements, the Subdivider's engineer shall submit to the Yellowstone County Public Works Department:

- A sealed, certified statement of completion,
- As-built drawings, and
- Any required post-construction certifications pursuant to Section 4.6.C of the Yellowstone County Subdivision Regulations.

The Subdivider shall also guarantee all installed public improvements for a period of one (1) year following final acceptance by the County.

XIII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall

G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

SS

This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 20____

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Mark Morse, Chairman

Mike Waters, Commissioner

Chris White, Commissioner

Attest: _____
Jeff Martin, County Clerk and
Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20____, before me, a Notary Public in and for the State of Montana, personally appeared Mark Morse, Mike Waters, Chris White and Jeff Martin, known to me to be the Board of County Commissioners and the County Clerk and Recorder, respectively, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

SS _____

FINDINGS OF FACT

The City-County Planning Division staff prepared the Findings of Fact for Shop House Acres Subdivision. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

A. What are the effects on agriculture, local services, the natural environment, wildlife and wildlife habitat and public health and safety (76-3-608 (3) (a) MCA) (Section 3.2 (H) (2) YCSR)

1. Effect on agriculture and agricultural water users' facilities

The subject property has been used for grazing purposes. No water rights or shares will be transferred to individual lot owners. Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the subdivider or subsequent owners. There will be no effect on the water users downstream from this property.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot within the Shop House Acres Subdivision will be served by an individual cistern system, which will be supplied by a licensed local water service provider. The operation and maintenance of the water system will be the responsibility of individual lot owners. Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)**

b. **Septic** - The proposed subdivision is not located within any public sewer district. Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. The wastewater disposal systems will be submitted to and approved by Montana Department of Environmental Quality. These systems shall be located and installed as approved by Montana Department of Environmental Quality, or its designee. Septic systems will be installed meeting the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #1)** The operation and maintenance of the septic system will be the responsibility of individual lot owners.

All private utilities, power, telephone, gas and cable television will be installed in the public and private right of way or easements identified on the plat.

c. **Streets and roads** – Access to the Subdivision shall be from proposed approaches from South 80th Street West. A portion of the north entry will be public and will accommodate the 30,000-gallon dry hydrant system. It will also accommodate the Central Box Units (CBU) from the USPS with enough space for safe mail delivery and retrieval. A portion of the south entry road into the subdivision will also be public. The requirement for electronic gates on private roads will require a section of the entry roads

to be public and long enough to get vehicles off of South 80th Street West to avoid traffic problems.

Roads within the subdivision will be private roads and will be built to the County standard paved surface road. Both the public and private roads will be in a 60-foot-wide rights of way. Both will be built with a 24-foot paved surface and 2-foot gravel shoulders on each side. An RSID will be created to maintain the public road portion. The HOA will be responsible for the private road system inside the subdivision. **(Condition #2)**

County Public Works requested additional analysis of the site distance for the entries to the proposed subdivision because of the hill on the southern side of the development. Site distances are a concern for safety getting into and out of the subdivision. County Public Works is asking for information from a professional engineer, referencing AASHTO standards to provide analysis of site distances and access locations to the subdivision. **(Condition #3)**

Traffic Study - The net new trips identified in this report are subject to examination under Yellowstone County's cost participation program to the extent that they would travel through studied intersections. Cost participation, according to the TIS submitted, is not required because the impacts from the subdivision will have very minimal effect on existing studied intersections. Table 9, below, shows the warrants for intersection improvements.

Table 9: Signal Warrant Analysis Summary

Traffic Signal Warrants			Warrant 1, Eight-Hour Vehicular Volume	Warrant 2, Four-Hour Vehicular Volume	Warrant 3, Peak Hour	Warrant 4, Pedestrian Volume	Warrant 5, School Crossing	Warrant 6, Coordinated Signal System	Warrant 7, Crash History	Warrant 8, Roadway Network	Warrant 9, Intersection Near a Grade Crossing
2026	Intersection 1	King Avenue West & South 80 th St. West	No	No	No	No	No	No	No	No	No
2031			No	No	No	No	No	No	No	No	No
2026	Intersection 2	Hesper Road & South 80 th St. West	No	No	No	No	No	No	No	No	No
2031			No	No	No	No	No	No	No	No	No

Traffic Study Conclusion

Analysis of the existing traffic volumes, lane configurations, and the impacts due to the projected traffic growth and proposed development result in the following general conclusions:

- The preceding analysis demonstrates that the Shop House Acres development will not generate significant nor impactful volume of new trips at the intersections studied.
- The studied existing intersections and proposed access locations will operate at or above an LOS of "B", exceeding any minimum requirement of an LOS specified in the Appendix E of the Road Design Manual produced by the Montana Department of Transportation.
- No auxiliary turn lanes are warranted for the intersections and access locations discussed in this report.

- Vertical sight obstruction is present for traffic performing left-turn movements onto South 80th Street West from the North Access location of the development.
- The existing intersections do not warrant any further analysis for signal considerations.

d. **Fire and Police services** – The property is within the Laurel Fire Service Area boundary. The subdivision will have a dry hydrant tank installed alongside the road, North Shop House Road, on the north entry, as shown on the plat. The applicant will submit drawings for the tank to the Laurel Fire Department for review and approval. When the tank is installed the applicant will have the system tested and signed off by the Laurel Fire Department. The applicant will provide a Knox Box at both electric gates into the subdivision. The Knox Box will be coordinated with the Laurel Fire Department to ensure they have access to the internal private roads. **(Condition #4)**

The Yellowstone County Sheriff's Department will provide law enforcement services to this subdivision.

e. **Solid Waste disposal** – The Billings Landfill has capacity for solid waste disposal. Solid waste will be collected and disposed of by a private garbage collection company. Each lot owner will be responsible for arranging for collection.

f. **Storm water drainage** – Stormwater management for the Shop House Acres Subdivision will be addressed through a combination of private detention ponds and conveyance swales. These systems are designed to safely accommodate runoff generated by both impervious surfaces (e.g., roads and driveways) and graded lot areas while protecting downstream properties, infrastructure, and natural drainage corridors. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #1)**

g. **School facilities** – The proposed subdivision is located within Elder Grove School District for K through 8. Elder Grove School responded that at the Elementary School has a capacity of 550 with recent enrollment at 500. The Middle School capacity is 300 with a recent enrollment of 250. West High School will provide school for grades 9 through 12. West High School capacity is shown as 1731 with current enrollment of 2133.

h. **Parks and recreation** – Parkland dedication is required for this subdivision. They are required to provide 1.93 acres of parkland. The applicant is proposing to provide a cash in lieu contribution to satisfy the requirement of parkland.

i. **Postal Service** – The applicant will be required to coordinate with the USPS to ensure the space they are proposing is a safe location for the postal worker to deliver the mail and the residents to retrieve their mail. The applicant is currently showing the location on the north entrance where the road is a public road. **(Condition #5)**

j. **Historic features** – No known historic or cultural assets exist on the site.

k. **Phasing of Development** - The applicant is proposing to develop this subdivision without doing phases.

3. Effects on the natural environment

The development will use noxious weed control measures to prevent the spread of noxious weeds to adjacent developed or agricultural land. As required by County Subdivision Regulations Section 4.15 all county subdivisions are required to apply for and obtain a weed management plan with the County Weed Department. Any subdivision that has an existing Weed Management Plan is required to get an updated Weed Management Plan. A weed management plan will be completed and a copy will be submitted with final plat. **(Condition #6)**

There are no apparent or known natural hazards on the property.

4. Effects on wildlife and wildlife habitat

The area being defined is an area with greater than one-mile of buffer-zone from the proposed subdivision. As such, not all information provided pertain specifically to the subdivision.

The U.S. Fish and Wildlife Services online Information for Planning and Consultation (IPaC) tool was assessed that no critical habitats are within the subdivision. The IPaC tool also listed endangered species that are potentially affected by activities in this located, including the monarch butterfly and Suckley's Cuckoo Bumble Bee. There are Bald Eagles and/or Golden Eagles within the project area and they shall be protected under the Bald and Golden Eagle Protection Act. There are additionally eight species of migratory birds that could be present in the area. Lastly, subdivision development is typically located in areas of existing agricultural disturbance, and the more valuable riparian vegetation and habitat within the subdivision will be mostly preserved. In conclusion, no 'key' wildlife areas are known to exist in the subdivision.

Based on the available data and site analysis, no notable concerns requiring mitigation have been identified at this time.

There are no known endangered or threatened species on the property. A paragraph in the 'Conditions that Run with the Land' section of the SIA warns future lot owners of the likely presence of wildlife in the area and their potential to damage residential landscaping.

5. Effects on public health and safety

Plans and designs for the water and septic system will be reviewed and approved by MDEQ prior building construction on each lot to ensure public health and safety.

Fire and emergency services are provided for this proposed subdivision from Laurel Fire Department and the Yellowstone County Sheriff's department.

B. Was an environmental assessment required? If yes, what, if any, significant adverse impacts were identified? (76-3-603 MCA) (Chapter 9, YCSR)

A summary of impacts was required for this subdivision pursuant Section 9.2 of the County Subdivision Regulations.

C. Does the subdivision conform to the Yellowstone County 2008 Growth Policy, the 2018 Urban Area Transportation Plan and the Billings Area Bikeway and Trail Master Plan Update? [BMCC 23-302.H.4.]

1. Yellowstone County - 2008 Growth Policy

The subdivision is consistent with the following goals of the Growth Policy:

- Goal: Predictable land use decisions that are consistent with neighborhood character and land use patterns. (p. 6)

The subdivision is consistent with the type of commercial development to the north on King Avenue West. There is also some large lot residential to the north.

- Goal: Controlled weed populations. (p. 9)

The developer shall complete a weed management plan and shall provide a re-vegetation plan for any ground disturbed by development.

2. 2023 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision.

3. Billings Area Bikeway and Trail Master Plan (BABTMP)

This subdivision is outside the BABTMP boundaries for trails. This subdivision will not be required to install any trails.

D. Does the subdivision conform to the Montana Subdivision and Platting Act (MSPA) and to local subdivision regulations? [MCA 76-3-608 (3) (b) and Section 3.2 (3) (a) YCSR]

The proposed subdivision meets the requirements of the MSPA and the YCSR. The subdivider and the local government have complied with the subdivision review and approval procedures that are set forth by local and state subdivision regulations.

E. Does the subdivision conform to sanitary requirements? [Section 4.8 (C) and 4.9 (C), YCSR]

The subdivision must receive approval from the MDEQ prior to any building construction on each lot. The new parcels will be connected to the subdivision community septic system. This system will be approved by MDEQ before final plat.

**F. Does the proposed subdivision meet any applicable Zoning Requirements?
[Section 3.2 (H) (3) (e), YCSR]**

The proposed subdivision is outside the County Zoning Jurisdiction.

G. Does the subdivision provide for necessary planned utilities? [MCA 76-3-608 (3) (c) and Section 3.2 (H) (3) (b), YCSR]

The applicant will coordinate with private utility companies to provide the required easements.

**H. Does the proposed subdivision provide for Legal and Physical Access to all lots?
[MCA 76-3-608 (3) (d) and Section 3.2 (H) (3) (c) (d), YCSR]**

Legal and physical access will be provided from South 80th Street West. Access to each lot will be from the internal roads of the subdivision.

CONCLUSIONS OF FINDINGS OF FACT

- This subdivision does not create adverse impacts that warrant denial of the subdivision.
- Impacts to agriculture, agriculture water user facilities, local services, public health and safety, the natural environment, and wildlife should be minimal, and can be mitigated by reasonable conditions of final plat approval.
- The subdivision conforms to some of the goals of the Growth Policy.
- The applicant has complied with the MSPA and YCSR processes and the subdivision conforms to the law requirements.

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Shop House Acres Subdivision, approve the variance request and adopt the Findings of Fact as presented in the staff report.



PRELIMINARY SUBDIVISION VARIANCE APPLICATION

SECTION 11.1 VARIANCE (76-3-506), MCA

PLANNING DIVISION

2825 3RD AVENUE NORTH, 4TH FLOOR
BILLINGS, MONTANA 59101

PHONE: (406)247-8676

FAX: (406) 657-8327

PROJECT# PZ-26-00013

PROPERTY INFORMATION							
Primary Parcel/Legal Description (C/S, Subdivision, Lot, Block)				Property Tax ID			
S14, T1S, R24E, P.M.M of Yellowstone County, Montana				000D002070			
General Location		Approximately 3000' south of the intersection of S 80th Street West and King Ave West					
CLASSIFICATION: (CHECK ONE)							
☐	City Major (6 or more lots)	☐	City Minor (5 lots or fewer)	☐	City Subsequent Minor (Reviewed as aa minor)	☐	City Expedited
☒	County Major (6 or more lots)	☐	County Minor (5 lots or fewer)	☐	County Subsequent Minor (Reviewed as a major)	☐	County Expedited
ATTRIBUTES							
Gross Area (Acres)	19.78 acres	Net Area (Acres)	18.48 acres	Number of Lot(s)	49		
Lot Size Maximum (Square Feet)		48,907 SF	Lot Size Minimum (Square Feet)		14,841 SF		
APPLICANT/SURVEYOR INFORMATION							
PROPERTY OWNER:							
E-mail Address		yellowstonecontractors@yahoo.com		Mobile Phone	406-690-6633	Home Phone	
Mailing Address (City, State, Zip)		49660 Hammer Dam Rd. Ronan, MT 59864					
AGENT/SURVEYOR:							
E-mail Address		Kolten.L.Knatterud@IMEGcorp.com		Mobile Phone		Business Phone	406-248-9000
Mailing Address City, State, Zip		550 N 31st St #111, Billings, MT 59101					

A. Variance(s) Requested

List and Attach Variance Request application and Variance Request criteria answers per Chapter 11.

1.A.1-5. **Each requested variance shall be deemed a separate application, to be processed concurrently with the preliminary plat. A variance review fee must accompany all applications for variances.**

A variance is being pursued to relieve the applicant from the requirement to provide street right-of-way within the proposed subdivision, to the boundary lines of the tract to be developed.

B. **Facts of Hardship:** Provide a **separate written statement** describing the facts of hardship upon which the request for variance is based.

I declare that I am the owner of record of the above-described property, and have examined all statements and information contained herein, and all attached exhibits, and to the best of my knowledge and belief, the information is true and correct.

Owner of Record

Date

Owner Under Contract

Date



PRELIMINARY SUBDIVISION VARIANCE APPLICATION

SECTION 11.1 VARIANCE (76-3-506), MCA

PLANNING DIVISION

2825 3RD AVENUE NORTH, 4TH FLOOR
BILLINGS, MONTANA 59101

PHONE: (406)247-8676

FAX: (406) 657-8327

PROJECT#

Article 23-1100. ADMINISTRATIVE PROVISIONS

Section 23-1101. Variances.

The City Council or Yellowstone County Board of County Commissioners may grant reasonable variances from the design and improvement standards of these Regulations when strict compliance would result in undue hardship and the result would not negatively affect public health and safety. The granting of a variance shall not have the effect of nullifying the intent and purpose of these Regulations or justifying submission of an incomplete application. The City Council or Board of County Commissioners may not approve a variance that would permit structures within the 100-year floodplain, as defined in 76-5-101, MCA.

A. Requesting a Variance. The subdivider shall include with the submission of the variance request, a written statement describing the facts of hardship upon which the request for the variance is based. Each requested variance shall be deemed a separate application, for which a fee shall be required. Information addressing each of the following findings shall accompany the application. The Planning Board shall review the submitted findings and make a recommendation to the City Council or Yellowstone County Board of County Commissioners.

The governing Board shall not approve variances unless the subdivider has demonstrated that the request satisfies the following findings:

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;
2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;
3. The variance will not result in an increase in taxpayer burden;
4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and
5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

B. In granting variances, the Governing Body may require conditions of approval that will, in their judgment, secure the objectives of these Regulations.

C. When any such variance is granted, the motion of approval of the proposed subdivision shall contain a statement describing the variance and the facts and conditions upon which the issuance of the variance is based.

D. An application for a variance is not necessary where Planned Neighborhood Developments are proposed, as modifications to the standards and requirements of these Regulations may be approved by the governing body.

Variance Request #1 – Street Right-of-Way

Section 4.6.B.1 Relation to Undeveloped Areas: When a proposed subdivision adjoins undeveloped land, streets within the proposed subdivision shall be arranged to allow access to the adjoining undeveloped land. Street right-of-way within the proposed subdivision shall be provided to the boundary lines of the tract to be developed, unless prevented by topography or other physical conditions.

A variance is being pursued to relieve the applicant from the required access spacing of 600 feet for connections to adjacent parcels and to allow the proposed subdivision to provide one access connection to the property located immediately south of the subject property.

The proposed subdivision will also provide roadway connections to the adjacent property located to the south and west through the proposed internal road network. Therefore, the applicant is not requesting relief from the requirement to provide access to adjacent parcels. The variance request is specifically related to the required spacing of those access connections and the number of access points provided to the property located to the south and west.

There is existing marshy, shallow groundwater on the property located immediately south of the subject property, which limits the practicality of providing multiple access points along the southern boundary. The 133-acre parcel located south and west of the subject property also has multiple alternative access opportunities from S. 80th Street West, Hesper Road, and S. 84th Street West. Additionally, the proposed subdivision will include an approach along the southern boundary, with a portion dedicated as public right-of-way to provide access to the southern parcel. The property immediately north of the subject property also has existing access from S. 80th Street West.

Due to the physical site constraints and the multiple alternative access opportunities available to the adjacent parcel, the applicant is requesting a variance from the required access spacing and to allow only one access connection to the property located immediately south of the subject property.

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties;

The granting of the variance will not be detrimental to public health, safety, or general welfare, nor will it be injurious to adjoining properties. Shop House Acres Subdivision proposes two new access points onto S. 80th Street West from the tract to be developed. These access points will provide safe access to the subdivision roadways for all 49 proposed lots. The variance will not be injurious to adjoining properties, as they have several alternative access opportunities, as noted above.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced;

Undue hardship to the owner would result if the strict letter of the regulation were enforced, as there is existing marshy, shallow groundwater on the property located immediately south of the subject property. This is a physical and topographical condition unique to the property. The approach located in the southeast corner of the subject property will provide a portion of public right-of-way on the southern boundary line that can also serve as access to the property located immediately south of the subject property.

3. The variance will not result in an increase in taxpayer burden;

An increase in taxpayer burden will not result from approving this variance. The subdivider proposes to construct the proposed roadways within Shop House Acres. If the property located to the south and west is developed at a future time, there are existing alternative access opportunities on the existing surrounding roadways.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy; and

Approving this variance will not place the subdivision in nonconformance with the growth policy. The property is unzoned so approving the variance will not place the subdivision in nonconformance with any adopted zoning regulations.

5. The subdivider must prove that the alternative design is equally effective and the objectives of the improvements are satisfied.

The alternative design proposed for Shop House Acres is equally effective as it is proposed to connect with existing roadways to the east. The lot to the south and west already has opportunities to connect to the south, east and west.

Variance Request
Shop House Acres Subdivision
Attachment A

Shop House Acres is a proposed major subdivision in Yellowstone County. The applicant has requested a variance from Section 4.6.B.1, of the Yellowstone County Subdivision Regulations, which outlines connection to undeveloped / underdeveloped land surrounding proposed subdivisions. The maximum distance between those connections is 600 feet.

This variance is being pursued to limit the number of connections to the south. One connection is being provided to the south between Lots 42 and 43. This road will provide a needed connection to the south. Under strict adherence to the subdivision regulations this subdivision would need to provide one connection every 600 feet along a subdivision boundary. The southern boundary of the subdivision is 1285 feet. One connection to the south would be sufficient with the length of the boundary.

The applicant is specifically requesting one connection to the south stating that the land to the south is marshy and has a high-water table.

In correspondence with County Public Works staff received the following email after requesting their input about the variance request.

Dave, summary as follows:

- They will seek a variance for connectivity to the south.
- They will include language to allow future connection to the west in the SIA – the right of way is immediately adjacent to the property line. No variance needed for west connection.

Monica Plecker, AICP
Public Works Director

1. The granting of the variance will not be detrimental to the public health, safety, or general welfare or injurious to other adjoining properties.

The granting of this variance will not be detrimental to public health, safety, or the general welfare of adjoining properties. The point of multiple internal connections to adjacent property is to allow movement of people through developments without having to go out onto arterial roads to get to another property in the subdivision next to them. One connection to the south and west will help accomplish that goal.

2. Because of the particular physical surroundings, shape, or topographical conditions of the specific property involved, an undue hardship to the owner would result if the strict letter of the regulation was enforced.

According to the applicant's agent, the land very near the south border of this project is marshy and has shallow groundwater on the property. This would make development difficult to accomplish. The proposed connection between Lots 42 and 43 would allow a future connection to the south. With the land conditions on the southern property, one connection to the proposed subdivision would be acceptable. County Public Works is supportive of the variance request. To the north is a large lot residential subdivision. All the lots to the north of this proposed subdivision have been developed. The subdivision to the north, Homestead Acres, recorded October of 2020, received a variance to not provide a connection to its south from the Board of County Commissioners.

3. The variance will not result in an increase in taxpayer burden.

The granting of this variance would not increase taxpayer burden.

4. The variance will not in any manner place the subdivision in nonconformance with any adopted zoning regulations or Growth Policy.

The granting of this variance would not put this proposed subdivision in nonconformance with any adopted County zoning. They are outside of the County zoning jurisdiction.

5. The subdivider must prove that the alternative design is equally effective, and the objectives of the improvements are satisfied.

The option of the single connection to the south and a connection to the west will work for future connections to other subdivisions that may come along in the future.

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Fox Field Subdivision

Submitted For: Jeff Martin, Clerk And Recorder

Submitted By: Jeff Martin, Clerk And Recorder

TOPIC:

Plat of Fox Field Subdivision, SIA, and Public Access Easement

BACKGROUND:

Reviewed

RECOMMENDED ACTION:

Approve

Attachments

Fox Field SIA

Fox Field Easement

Subdivision Improvements Agreement

Fox Field Subdivision

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Yellowstone County

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Subdivision Improvements Agreement

Fox Field Subdivision

This agreement is made and entered into this ____ day of _____, 2026, by and between Robert and Roberta Fox, whose address for the purpose of this agreement is 4900 Lori Rae Lane, Park City, MT 59044, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of **Fox Field Subdivision** located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on the 15th day of October 2025, the Laurel-Yellowstone County Planning Board recommended conditional approval of a preliminary plat of *Fox Field Subdivision*; and

WHEREAS, at a regular meeting conducted on the 18th day of November 2025 the Board of County Commissioners of Yellowstone County conditionally approved a preliminary plat of **Fox Field Subdivision** and

WHEREAS a Subdivision Improvements Agreement is required by the County prior to the approval of the final plat.

WHEREAS the provisions of this agreement shall be effective and applicable to **Fox Field Subdivision** upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

THEREFORE, THE PARTIES TO THIS AGREEMENT, for and in consideration of the mutual promises herein contained and for other good and valuable consideration, do hereby agree as follows:

I. VARIANCES

1. No variances requested.

II. CONDITIONS THAT RUN WITH THE LAND

A. Lot owners should be aware that this subdivision is being built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.

B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.

C. No water rights have been transferred to the lot owners. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

D. There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.

E. Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.

F. When required by road improvements, all fences and irrigation ditches in the public rights-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way and any relocation outside of the public right-of-way shall be subject to securing and recording easements.

G. Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.

H. The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3.

III. TRANSPORTATION

The subdivider agrees to guarantee all improvements for a period of one (1) year from the date of final acceptance by Yellowstone County.

A. Streets

Lori Rae Lane is a 28-foot-wide gravel surfaced roadway contained in a 60-foot public road easement. Lori Rae Lane is maintained under rural special improvement district (RSID) 731M. Lori Rae Lane will be extended into the Fox Field Subdivision to provide access to the subdivision lots. Lori Rae Lane extension will consist of a public 28-foot-wide gravel surfaced roadway constructed in conformance with current Yellowstone County Standards and will terminate after a public 55-foot radius gravel surfaced cul-de-sac.

B. Traffic Control Devices

There are no proposed traffic control devices proposed for this subdivision. All required traffic control devices have been previously installed.

C. Access

- Access to the subdivision is from Lori Rae Lane, with connection to Pope Road.

- The property is currently underdeveloped with the exception of Lori Rae Lane and a single-family residence located on proposed Lot 3.
 - Lot 1 and 2 will utilize a shared private approach.
 - Lot 3 and Tract 2 to the south will share a private approach.
 - Lot 4 will have its own private approach off the north part of the cul-de-sac. A “no access” strip will be placed on the north side of private access easement to prevent Lot 4 from accessing the private access easement and limit its access to the north side of the cul-de-sac.
 - The public roadway extension and cul-de-sac have been completed to Yellowstone County standards.
- D. Billings Area Bikeway and Trail Master Plan (BABTMP)
This subdivision is outside of the BABTMP.
- E. Sidewalk
No street sidewalks shall be constructed within Fox Field Subdivision.

IV. EMERGENCY SERVICES

- A. The subdivision is located in Laurel Fire District 7 (Laurel FD7). Laurel FD7 will provide fire protection services for the subdivision through the use of (2) existing 15,000-gallon fire protection tanks located in the Fox Farms Subdivision. An RSID was created for Fox Field Subdivision for maintenance and repairs of the existing fire protection tanks. This RSID will then be expanded to include Fox Farms Subdivision as benefited parcels.
- B. Laurel Fire Department was contacted for comment via email on July 3, 2025, and found no issues with the Fox Field Subdivision. Ryan Robertus, Laurel Fire Department Fire Marshal. rRobertus@laurel.mt.gov

V. STORM DRAINAGE

- A. Stormwater runoff from Fox Field Subdivision was designed in accordance with DEQ Circular 8. A stormwater report was submitted and approved by Montana DEQ per E.Q. 25-2535. Subdividers shall construct the drainage swales and detention basin in accordance with the stormwater report and approved plans. The detention basin will be contained in a stormwater easement as shown on the Fox Field Subdivision plat. Maintenance of the stormwater facility shall be the responsibility of each owner as to the owner’s Lot(s).

VI. UTILITIES

A. Water

Individual and shared wells shall be used to provide water to the subdivision. Well locations have been reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the individual and shared wells in the locations shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared wells shall be through the well isolation easement shown on the Fox Field Subdivision plat.

B. Sanitary Sewer

Wastewater generated within the subdivision will be treated with individual and shared wastewater treatment systems. Wastewater treatment systems shall be reviewed and approved by Montana DEQ and Yellowstone County Health Department. Lot buyers shall be responsible for the installation of the wastewater treatment systems in the location shown on the Lot Layout Plan approved by Montana DEQ. Individual access to shared drain fields shall be through the well isolation easement shown on the Fox Field Subdivision plat.

C. Solid Waste

Solid waste generated within the subdivision will be collected and transported by a licensed solid waste handling company and disposed of in the Billings Regional Landfill.

D. Power, Telephone, Gas, and Cable Television

All telephone, gas, electric power, and communication lines shall be installed within the public right-of-way. The location of such facilities within the public right-of-way shall be subject to approval by Yellowstone County Public Works. Subdividers shall coordinate installation with various utility companies.

VII. PARKS/OPEN SPACE/POSTAL SERVICE

There is no parkland requirement for proposed **Fox Field Subdivision**, as this is a minor subdivision [MCA 76-3-621(3) (e)].

Postal Service – The subdivider will contact the Park City Post Office and coordinate with them to ensure safe mail delivery.

VIII. IRRIGATION

- There is no irrigation district affected by the proposed development, no necessary mitigation efforts are required, no water shares to be transferred and there are no proposed onsite easements for ditches.

IX. WEED MANAGEMENT

All noxious weeds on the latest Yellowstone County Noxious Weed List shall be controlled on all properties in the subdivision.

The weed plan shall include the following and shall be referenced in this SIA:

- A Weed Management Plan must be filed and updated as needed for approval by the Yellowstone County Weed Department. Said weed management plan shall contain the noxious weeds being addressed and the plan for the control of those weeds. All associated cost for noxious weed control is the responsibility of the owner of record.
- A revegetation plan shall be submitted as part of the management plan. A seeding recommendation can be obtained from the Yellowstone County Weed Department pursuant to Section 7-22-2152, MCA. The Yellowstone County Weed Department reserves the right to revise these recommendations based on the required site inspection.

X. SOILS/GEOTECHNICAL STUDY

- Existing USGS Soils maps were reviewed. No geotechnical studies were completed for the subdivision.

XI. PHASING OF IMPROVEMENTS

- No phasing of improvements is planned.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning

Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said special improvement district or private contract, and the improvements shall be designed and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the State of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C of the Yellowstone County Subdivision Regulations.

In the event that all required improvements are not installed and constructed prior to final plat approval, the Subdivider shall provide a monetary security guarantee in the amount of 125% of the estimated total cost by one (1) of the methods listed in Chapter 5 of the Yellowstone County Subdivision Regulations.

XIII. LEGAL PROVISIONS

- A. Subdivider agrees to guarantee all public improvements for a period of one year from the date of final acceptance by Yellowstone County.
- B. The owners of the properties involved in this proposed Subdivision by signature subscribed herein below agree, consent, and shall be bound by the provisions of this Agreement.
- C. The covenants, agreements, and all statements in this Agreement apply to and shall be binding on the heirs, personal representatives, successors and assigns of the respective parties.
- D. In the event it becomes necessary for either party to this Agreement to retain an attorney to enforce any of the terms or conditions of this Agreement or to give any notice required herein, then the prevailing party or the party giving notice shall be entitled to reasonable attorney fees and costs.
- E. Any amendments or modifications of this Agreement or any provisions herein shall be made in writing and executed in the same manner as this original document and shall after execution become a part of this Agreement.
- F. Subdivider shall comply with all applicable federal, state, and local statutes, ordinances, and administrative regulations during the performance and discharge of its obligations. Subdivider acknowledges and agrees that nothing contained herein shall relieve or exempt it from such compliance.
- G. Subdivider agrees to create any required (or expansion of existing) RSID(s) for future maintenance of all public (or common) constructed improvements prior to final plat approval.

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals on the date first above written.

“SUBDIVIDER” (Robert and Roberta Fox)

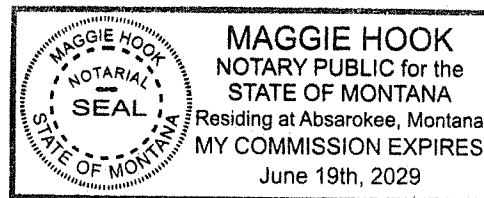
Robert Fox Roberta Fox
Robert Fox Roberta Fox

STATE OF MONTANA) :ss

County of Yellowstone)

On this 19th day of June, 2026, before me, a Notary Public in and for the State of Montana, personally appeared Robert Fox and Roberta Fox, known to me to be the of Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Maggie Hook
Notary Public in and for the State of Montana



This agreement is hereby approved and accepted by Yellowstone County, this _____ day of _____, 2026.

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA): ss

County of Yellowstone)

On this ____ day of _____, 2026, before me, a Notary Public in and for the State of Montana, personally Mark Morse, Chris White and Mike Waters, known to me, to be the Board of County Commissioners, respectively, and the County Clerk and Recorder, Jeff Martin, of Yellowstone County, Montana, whose names are subscribed to the foregoing instrument in such capacity and acknowledged to me that they executed the same on behalf of Yellowstone County, Montana.

Notary Public in and for the State of Montana

Waiver of Right to Protest

FOR VALUABLE CONSIDERATION, the undersigned, being the Subdivider and all of the owners of the hereinafter described real property, do hereby waive the right to protest the formation of one or more Rural Special Improvement Districts (RSID's), which Yellowstone County may require for a period of 20 years from the date of this document's recording.

This Waiver and Agreement is independent from all other agreements and is supported by sufficient independent consideration to which the undersigned are parties and shall run with the land and shall be binding upon the undersigned, their successors and assigns, and the same shall be recorded in the office of the County Clerk and Recorder of Yellowstone County, Montana.

The real property hereinabove mentioned is more particularly described as follows:

Fox Field Subdivision

Signed and dated this 19th day of June, 2026.

"SUBDIVIDER" (Robert and Roberta Fox)

Robert Fox
Robert Fox

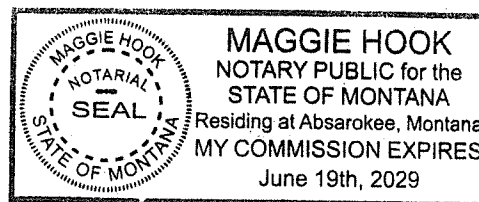
Roberta Fox
Roberta Fox

STATE OF MONTANA): ss

County of Yellowstone)

On this 19th day of June, 2026, before me, a Notary Public in and for the State of Montana personally appeared, Robert Fox and Roberta Fox, known to me to be the Subdivider, who executed the foregoing instrument and acknowledged to me that he/she executed the same.

Maggie Hook
Notary Public in and for the State of Montana



Return to:
Robert & Roberta Fox
4900 Lori Rae Lane
Park City, MT 59063

**DECLARATION FOR EXTENSION OF LORI RAE LANE
AND ESTABLISHING CUL-DE-SAC EASEMENT
FOR PUBLIC USE**

This Declaration for Extension of Lori Rae Lane and Establishing Cul-de-sac Easement for Public Use is made by **ROBERT FOX** (also known as **Robert L. Fox**) AND **ROBERTA FOX** of 4900 Lori Rae Lane in Park City, Montana 59063 (hereinafter “Owners”) with acceptance of the **Board of the Yellowstone County Commissioners** (hereinafter “BOCCC”) of Yellowstone County, Montana.

WHEREFORE, Owners are the owners of record to the following real properties in Yellowstone County, Montana:
Lot 1, Lot 2, Lot 3, and Lot 4 of the Fox Field Subdivision located in the Southwest ¼ of Section 15, Township 2 South, Range 23 East, P.M.M. in Yellowstone County, Montana, according to the official plat on file in the office of the Clerk and Recorder of said County, under Document # _____.

(Said plat document will be referred to as “Fox Field Subdivision Plat” and each Lot will be hereinafter described as “Lot 1”, “Lot 2”, “Lot 3”, and “Lot 4”).

WHEREFORE, Owners hereby file this declaration to perpetually extend Lori Rae Lane and formerly establish the 55-foot radius, cul-de-sac over a portion of Lot 1, Lot 3, and Lot 4, as shown on the Fox Field Subdivision Plat.

WHEREFORE, the extension of Lori Rae Lane and the cul-de-sac area in Fox Field Subdivision is for public use in conjunction with and under the same terms, conditions, and maintenance in place for Lori Rae Lane through rural special improvement district (RSID) 731M. No trees or large vegetation shall be grown, and no fences or structures shall be erected, in the cul-de-sac area.

WHEREFORE, this extension of Lori Rae Lane and the cul-de-sac area into the Fox Field Subdivision, ends at the east side of the cul-de-sac, as depicted on the Fox Field Subdivision Plat. An existing 30-foot wide, private access and utility easement continues on thereafter from the east side of the cul-de-sac for private use.

Signed and declared this 16 day of July, 2026.

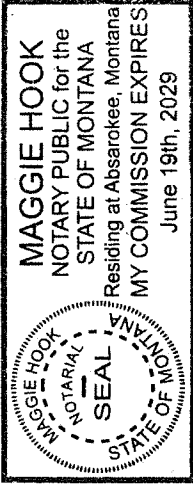

ROBERT FOX (also known as Robert L. Fox)

Robert L. Fox
ROBERTA FOX

State of Montana)
County of Yellowstone) ss

On this 16 day of July, 2026, before me, a Notary Public in and for the State of Montana, personally appeared **ROBERT FOX (also known as Robert L. Fox) AND ROBERTA FOX**, who are known to me to be the persons who signed the foregoing instrument and who physically signed before me.

(SEAL)



Maggie Hook
Notary Public for the State of Montana

County Acknowledgment and Acceptance on next page...

YELLOWSTONE COUNTY ACKNOWLEDGEMENT AND ACCEPTANCE

Yellowstone County, through the Board of the Yellowstone County Commissioners, hereby acknowledges receipt of this Declaration and accepts the perpetual extension of Lori Rae Lane and establishment of the 55-foot radius, cul-de-sac over a portion of Lot 1, Lot 3, and Lot 4, as shown on the Fox Field Subdivision Plat.

Dated this _____ day of _____, 2026.

BY: Board of Yellowstone County Commissioners

Mark Morse, Chair

Mike Waters, Member

Chris White, Member

Attest:

Clerk & Recorder

State of Montana)
County of Yellowstone) ss

On this ____ day of _____, 2026, before me a Notary Public in and for the State of Montana, personally appeared **Mark Morse, Mike Waters, and Chris White**, as members of the Board of Yellowstone County Commissioners, and **Jeff Martin**, as Yellowstone County Clerk & Recorder, who are known to me to be the foregoing persons and physically signed before me.

(SEAL)

Notary Public for the State of Montana

B.O.C.C. Regular

2. a.

Meeting Date: 07/21/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - Consolidated Zoning Commission

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

July 21, 2026

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

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, August 20, 2026

July 7, 2026

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

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

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

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

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

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

LOCKWOOD PEDESTRIAN SAFETY DISTRICT ADV.	3 year	1 partial to 12/31/27
AREA II AGENCY ON AGING	1 year	1 full to 6/30/27
ALLIES IN AGING	2 year	1 full to 6/30/28

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, August 6, 2026

June 23, 2026

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

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

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

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, July 23, 2026

B.O.C.C. Regular

2. b.

Meeting Date: 07/21/2026

Title: Yellowstone County Deputy Sheriff's Collective Bargaining Agreement

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Collective Bargaining Agreement between Yellowstone County and The Montana Federation of Public Employees Yellowstone County Deputy Sheriff's Unit

BACKGROUND:

Bargaining Agreement is July 1, 2026 through June 30, 2029

RECOMMENDED ACTION:

Approve.

Attachments

Sheriff's CBA

COLLECTIVE BARGAINING AGREEMENT

Between

YELLOWSTONE COUNTY

And

**THE MONTANA FEDERATION OF PUBLIC
EMPLOYEES**

YELLOWSTONE COUNTY DEPUTY SHERIFF'S UNIT



July 1, 2026, through June 30, 2029

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AGREEMENT

This Agreement, entered into this _____ day of _____, 20__ at Billings, Montana, by and between YELLOWSTONE COUNTY, MONTANA, a body politic and a political subdivision of the State of Montana, herein referred to as the “Employer”, and the MONTANA FEDERATION OF PUBLIC EMPLOYEES, herein referred to as the “Association”.

In consideration of the mutual covenants herein recited, which have been established through collective bargaining procedures as provided for under Montana statutes, this agreement has as its purpose the promotion of harmonious relations between the EMPLOYER and the ASSOCIATION; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, fringe benefits, officer safety, and other conditions of employment.

ARTICLE I - DEFINITIONS

Section 1. County: The term “County” means Yellowstone County, Montana, its Board of County Commissioners or representatives of the Board.

Section 2. Association: The term “Association” shall mean the Montana Federation of Public Employees, Yellowstone County Deputy Sheriff’s Unit of Billings, Montana.

Section 3. Days: When referring to time limitations in the contract, unless specifically stated otherwise, the word “days” means calendar days.

Section 4. Workweek: The workweek shall be computed from 12:00 a.m. on Monday of each week to 11:59 p.m. Sunday of each week. The work period for overtime is 14 days per FLSA Regulations (29 C.F.R.) 553.230 section 7(k). The work period is the timeframe or parameters used to calculate overtime along with daily overtime as outlined in Article 5 Section 5. For scheduling see Article V Compensation and Work Hours. Shifts that start prior to 11:59 p.m. on Sunday will be included in the workweek based on the start time of the shift.

ARTICLE II - RECOGNITION

The County recognizes the Association as the exclusive representative for all full-time regular deputy sheriffs of Yellowstone County, Montana; except this bargaining unit excludes deputies of the rank of Lieutenant and above or their equivalent ranks in the event that their titles are changed.

ARTICLE III - ASSOCIATION RIGHTS

Section 1. - Right to Join or not Join: The Parties agree that all employees in the work unit have the right join the Union, or have the right not to join the Union.

The County and the Union further agrees that they will not discriminate against any employee for exercising any right granted by the MT Public Employees Bargaining Act, the Janus v. Am. Fed'n of State, Cty., & Mun. Employees Supreme Court decision, or this Agreement.

Section 2 - Deduction of Dues from Employees' Pay:

Upon written authorization from the employee, the public employer shall deduct from the pay of the public employee the monthly amount of dues as certified by the secretary of the exclusive representative and shall deliver the dues to the treasurer of the exclusive representative. Both parties strongly encourage members to consider utilizing direct deposit of payroll. A lost check may not be reissued until a bond for lost warrant is completed which may take up to thirty days.

The Union shall indemnify the County and Departments of the County and hold it harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any action taken by the County for the purpose of complying with the provisions of this Article.

ARTICLE IV COUNTY RIGHTS

Section 1. Rights of the County: The Association recognizes that the County has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the County to the full extent authorized by law. The Association further agrees that all management rights, functions, and prerogatives not expressly delegated in this agreement are reserved to the County.

Section 2. Management Rights and Responsibilities: The parties recognize the prerogatives of the County to operate and manage the affairs of the County in such areas as, but not limited to:

- a. Direct employees;
- b. Hire, promote, transfer, assign, and retain employees;
- c. Relieve employees from duties because of lack of work or funds or under conditions where continuation of such work is ineffective or nonproductive;
- d. Maintain the efficiency of government operations;
- e. Determine the methods, means, job classifications, and personnel by which the government operations are to be conducted;
- f. Take whatever actions may be necessary to carry out the mission of the Employer in situations of emergency.
- g. Establish the methods and processes by which work is performed.

Section 3. Effective Laws, Rules, and Regulations: The parties recognize the right, obligation, and duty of the County, and its duly designated officials to promulgate rules, regulations, directives, and orders from time to time as deemed necessary insofar as such rules, regulations, directives, and orders are not inconsistent with terms of this Agreement, and all terms of this Agreement are subject to the laws of the State of Montana, federal laws, and valid rules, regulations, and orders of state and federal governmental agencies. Any provision of this Agreement found to be in violation of any such laws, rules, regulations, directives, and orders shall be null and void and without force and effect.

Section 4. County Policies: The Association specifically adopts the current Yellowstone County Sheriff's Policy and Procedures Manual, and any part, which is not in conflict with this Collective Bargaining Agreement. The Association representative(s) shall be given the opportunity to meet with the employer in advance of any changes in personnel policies, or other written policies that affect the employees in the bargaining unit. The Employer shall notify the Association in writing of any changes made to Sheriff's Policy and Procedures Manual during the duration of this Agreement. It is understood that the final decision regarding policy changes rests with the employer.

ARTICLE V - COMPENSATION AND WORK HOURS

Section 1. Base Percentages: (Sheriff base salary plus the Sheriff's \$2,000 statutory adjustment is used to determine Sheriff Deputy base salary.) Sheriff Deputy Base salaries for this contract are:

Three Year Contract

Fiscal Year 2027, Fiscal Year 2028 and Fiscal Year 2029:

Entry through Year 1 & 364 days	73.00%
Year 2 through Year 5 & 364 days	74.00%
Year 6 through Year 9 & 364 days	76.00%
Year 10 through Year 14 & 364 days	77.00%
Year 15 on / Detectives	78.00%
Corporals	79.75%
Sergeants	81.00%

(It is understood that Detectives do not include Task Force Members.)

1. **FY27 - M.C.A. 7-4-2503 (2) (c)**

In addition to the salary provided for in subsections (1) and (2)(b), the county sheriff may receive any additional salary as determined by the board of county commissioners. The additional salary provided in this subsection (2)(c) must be included as salary for the purposes of computing the compensation for undersheriffs and deputy sheriffs as provided in 7-4-2508.

Starting salary for a new deputy will be \$35.00 for FY27.

2. In Fiscal Years FY28 and FY29 if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.

Section 2. Coroner Pay: Each deputy appointed by the Sheriff to serve as coroner, will be paid a flat fee to be added to the base salary and incorporated in the payroll check. It is also understood that such individuals are still subject to FLSA overtime benefits. The monthly flat fee shall be \$450.00 per month for the deputies.

Section 3. Scheduling: Patrol deputies will be assigned two, fourteen (14) day cycles (28 days). A 14-day cycle will be made up of three 12-hour workdays, then four days comprised of three 12-hour shifts and one 8-hour shift. There shall be two (2) shifts; the day shift beginning at 7:00 a.m. and ending at 7:00 p.m., and the night shift beginning at 7:00 p.m. and ending at 7:00 a.m. Eight hour shifts will be scheduled and rotated at the discretion of the Sheriff or his designee to ensure public safety. The Sheriff or his designee may modify the work schedule to ensure public safety.

Section 4. Shift Trading: Upon consent of the Division Commander, shift trading within the division can be done.

Section 5. Overtime Calculation: When overtime is calculated, vacation leave-during the workweek shall be considered time worked. Sick leave, premium holiday pay and compensatory leave will not be considered to be hours worked for the purpose of computing overtime. Voluntarily coming to work a shift in addition to the normal work week is not call back, it is hours worked and may end up being overtime or compensatory time, and deputies understand this might not be overtime or compensatory time if they use sick leave or there is a premium paid holiday in that same pay period. All work week adjustment must be approved by a Lt. or higher.

Overtime will be calculated on hours worked in excess of the daily scheduled hours. No overtime shall be worked without authorization of the Sheriff or his/her designee, and there shall be no pyramiding of overtime or premium pay. The County will not cancel pre-approved annual leave for the purpose of offsetting overtime.

Section 6 Compensatory Leave:

Members of the MFPE Sheriff's Unit must elect individually for a fiscal year at a time to:

- a) Receive overtime strictly as pay or
- b) To convert their overtime to compensatory leave at time and one-half in lieu of overtime pay for the duration of this contract until their compensatory leave bank reaches 80 hours.

If comp time is used and the leave bank falls below 80 hours, overtime earned will be converted to comp time till the bank again reaches 80 hours. This re-accrual will occur each time the bank falls below 80 hours. After the compensatory leave bank reaches 80 hours, all overtime will be compensated as pay.

The Sheriff or designee shall pre-approve the days on which compensatory leave will be taken, upon consideration of staffing needs. Compensatory leave requests shall be used in 1 hour increments. Unless approved by the Sheriff or designee, compensatory leave cannot be used to exceed the normal shift.

Compensatory leave earned in a pay period may be used the next pay period or thereafter, once it has been recorded into the pay system after the processing of each pay cycle in which it was earned. Since compensatory leave has already been converted at time and one-half, it will not be considered to be hours worked for the purpose of computing overtime when compensatory leave is utilized.

The employee must agree in writing, each June, in advance of the upcoming fiscal year, to accept FLSA compensatory time in lieu of overtime pay for the fiscal year, and must indicate his/her preference for FLSA compensatory time on a Yellowstone County Overtime/FLSA Compensation Time Selection form. If an election is not made in June of the fiscal year, the election will remain the same as the previous year. Deputies may cash out compensatory leaves balances (in full or partially) on a pay period basis with proper notification.

Section 7. Longevity: Sheriff Office - Longevity payments, Section 7-4-2510, M.C.A. Longevity will be calculated by starting with the first of the month prior to the date of his/her first anniversary of employment with the Office adjusted annually. A deputy sheriff is entitled to receive a longevity payment as outlined in statute. "Individual percentage" rather than a base of 73.00% will be used to calculate longevity.

Section 8. Clothing Allowances: New hires shall receive 4 short sleeve shirts, 4 long sleeve shirts, 3 pair pants, 1 jacket, 1 raincoat, all brass, and patches. All parts of the uniform listed above shall be replaced at no cost to the employees if it is worn out, damaged, or becomes the wrong size. All regular full time sworn deputies receive \$1,000.00 in clothing allowance paid during the second month (August) of the fiscal year. Probationary employees receive the clothing allowance the first August after completing probation.

Section 9. Reimbursement in Line of Duty: The Employer shall reimburse the employee for reasonable costs for replacement or repair of a wristwatch and/or prescription eyeglasses damaged or destroyed in the line of duty. Reimbursement under this Section shall be allowed if it is determined through investigation by the Sheriff or his/her designee that such loss was incurred in the employee's line of duty. This Section shall not apply if restitution is granted to the employee by the courts. The maximum allowance for this provision shall be \$40.00 for a wristwatch and reasonable repair or replacement costs for eyeglasses.

Section 11. Call Back Pay: If an employee leaves work and is called back to start work by Lieutenant or higher more than an hour before the start of the employees shift, such time qualifies for call back pay and the employee will be compensated for a minimum of three (3) hours at time and one-half (1.5) the regular rate of pay (premium pay). The Officer shall not be required to do any other work than what he/she was called back for.

If an employee leaves work and is called in to start work less than one hour before the start of the employees shift this does not qualify for call back pay it is considered an extension of the shift.

Continuing work after a Deputy's shift is over with no break in service is always an extension of the shift and call back does not apply.

This Section includes call back for court time. A subpoena is necessary to receive court time pay. For Court call back, the officer shall not be required to do any other work than what he/she was called back for.

If a deputy is called in early more than one hour before the shift, the Sheriff or designee must give the deputy 12 hours' notice or it will be considered call back.

Mandatory training outside a scheduled shift is considered call back. The Sheriff will define mandatory training. Coroner calls are covered under coroner pay and this section does not apply. Fire Marshal meetings are regular work time not call back. Call back includes:

- Court time with subpoena
- Attending FTO meeting outside normal scheduled hours
- SWAT training outside normal scheduled hours
- Meeting with the County Attorney outside normal scheduled hours
- Commander meeting outside normal scheduled hours
- Other situations where a Lt. or higher calls a deputy in to work

(Deputies on day shift will do their best to schedule meeting or inform others that it works best to schedule meeting during their work time. For example, with County Attorney's Office or other agencies. If a deputy goes from the end of a shift to one of the call back criteria above (meeting, etc.) it is an extension of the shift. Call Back is a compensation premium payment not overtime or compensatory time and is not used for overtime calculations.

Section 12. Training Compensation: If a deputy is required to attend training, he/she shall be compensated at the applicable rate of pay. The Office must make a good faith effort to equalize the amount of training offered to each employee.

Section 13. Shift Differential: Deputies who bid and are assigned night shift will receive a shift differential of \$1.00 per hour for the hours worked on the night shift.

Section 14. Field Training Officer Pay: Each Deputy who is appointed in writing to serve as a Field Training Officer (FTO) will receive additional pay equivalent to 3.0% of the Deputy's base hourly rate of pay. Field Training Officers are assigned a take home vehicle.

Section 15. Certification Pay: The Sheriff's Office will provide a one-time \$300.00 incentive for the successful completion of P.O.S.T. Intermediate Certification and a one-time \$600.00 incentive for the successful completion of P.O.S.T. Advanced Certification; a one-time \$900.00 incentive for the successful completion of P.O.S.T. Supervisory Certification; a one-time \$1200.00 incentive for the successful completion of P.O.S.T. Command Certification and a one-time \$1500.00 incentive for the successful completion of P.O.S.T. Administrative Certification.

ARTICLE VI. SENIORITY

Section 1. Probation: A deputy shall be classified as probationary for the first (12) months of continuous employment. All employees shall be without seniority for the first twelve (12) months of employment. Upon successful completion of the twelve (12) month period, employees shall accrue seniority from the date of their continuous employment as a sheriff deputy. A non-probationary deputy shall be a deputy with more than one year of employment with the Yellowstone County Sheriff's Office unless extended. Upon mutual agreement between the County and the Union, an employee's probationary period may be extended. During this extension the employee may be discharged by the County with or without cause. A discharged probationary employee shall have no recourse against the County or the Union.

Section 2. Layoff: Layoffs caused by reduction in force shall be in order of seniority within the bargaining unit; that is, the employee last hired shall be the first released, unless in the opinion of the Sheriff, there is no one on the force who is capable of fulfilling that employee's responsibilities. Before an employee can be laid off, he/she must receive written notice 15 calendar days before the layoff is to occur.

Section 3. Termination of Seniority: Seniority shall terminate upon resignation, discharge, retirement, or by failure to report after recall from layoff.

Section 4. Promotions: Provided qualifications and merit, which is competence and ability, are equal, seniority shall apply to promotions. Sergeants shall come from the ranks of those employees with two (2) or more years of service as a sworn deputy with Yellowstone County Sheriff Office. See Sheriff's Policy 10-2 for specifics. Effective date for promotions will be the start of the pay period currently the 1st and 16th of the month.

Section 5. Seniority List: The Employer, listing employees by date of hire, taking account of lapses in seniority accrual, shall maintain the seniority list. The list shall be posted.-Seniority shall not accrue during layoff or while an employee is on a leave of absence without pay in excess of fifteen days. Seniority determines shift preference and days off. The Sheriff has the authority to make special assignments.

Section 6. Recall: On layoff the least senior employee shall be the first laid off and on recall from the layoff the most senior employee shall be the first recalled. Recall shall be by notice to the employee's last known address. Employees called back following a layoff shall have fourteen (14) calendar days to return to work.

ARTICLE VII – DISCIPLINE

Section 1. Process:

Both parties agree that all disciplinary action shall be based in accordance with County Policies and Sheriff Office Policy and Procedure.

Section 2. Warnings:

Disciplinary actions, including but not limited to verbal warnings (informal discipline), and written disciplinary actions, (formal discipline), shall be reduced to a writing addressed to the Employee with a copy to the Federation.

No information reflecting critically upon an Employee shall be placed in the Yellowstone County Personnel file of the Employee that does not bear either the signature or the initials of the Employee indicating that she/he has been shown the material, or a statement by a supervisor that the Employee has been shown the material and refused to sign it. A copy of any such material shall be furnished to the Employee and, upon request, the Federation. Union.

After one and one-half (1 1/2) years from exhausting administrative remedies and Court remedies, disciplinary records of an Employee will not be considered active or used for further disciplinary documentation if no other disciplinary action has occurred within that period. However, criminal violations, safety violations, workplace violence, work improvement plans, last chance agreements, and sexual harassment documents shall remain active in the Employee Personnel file. Disciplinary documents shall be considered permanent contents of the Employee Personal file and shall be kept by the Yellowstone County Human Resources Office.

ARTICLE VIII – INFORMAL COMPLAINTS, GRIEVANCE PROCEDURE, AND ARBITRATION

Section 1. General Provisions

1. The parties in their mutual interest acknowledge that it is desirable for the employee and his/her supervisor to resolve problems through free and informal communications. Nothing contained in this Agreement shall be construed to prevent an employee from discussing a problem with his/her supervisor and having it adjusted without intervention or representation by Association representatives.
2. A grievance shall mean an alleged violation, misinterpretation, or misapplication of any provision of this Agreement. Disputes regarding issues bargained will be covered by the grievance procedure.
3. All disputes, controversies, or claims arising out of or relating to this contract must first proceed through steps 1 and 2 of the grievance procedure before advancing to arbitration or an alternative review process.
4. The Association shall be the exclusive representative of the employee(s) in grievance procedures and arbitration. The Association shall not be required to pursue employee grievances if in the Association's opinion a grievance lacks merit.
5. The term day used herein shall mean "working day" Monday through Friday, excluding holidays as defined by Montana State law.
6. Failure of the grievant or Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal. The Employer's failure to issue a response within the time limits shall permit the Association to proceed to the next step. Parties may by mutual, written agreement extend any deadlines set forth in this agreement.

7. The grievant is generally entitled to attend hearings and meetings regarding the grievance. A grievant shall not use paid working time to prepare a grievance or to attend grievance, mediation, grievance board, or arbitration hearings. The employer shall release the grievant from regular duty to attend such hearings, but the grievant must use accumulated leave, such as vacation or comp time, to cover the time away from duty. This release will include the evening/night before and after if the employee works other than a day shift.
8. An employee other than the grievant may be given working time off to participate in a grievance hearing. However, this time may be paid working time only if that employee's participation is at the request of Yellowstone County.
9. Employees shall not be retaliated against for filing a good faith grievance or participating in a grievance hearing under this procedure. If an employee believes he/she is experiencing retaliation, s/he shall immediately report such conduct to the Association and Human Resources Director or the Board of County Commissioners.
10. An employee must have successfully completed his/her probationary period in order to file a grievance.
11. Two or more grievances involving the same issue may be consolidated upon mutual, written agreement of the County and the Union involved.

Section 2. Informal Complaints

The parties hereby agree that informal discussion is encouraged. Prior to filing a formal grievance, an employee, steward, or Association representative shall attempt to resolve the issue informally with the immediate supervisor.

Section 3. Grievance Procedure

Step 1. If an employee files a formal grievance, the employee in concurrence with the Association shall submit the grievance in writing to the Undersheriff within 15 working days of the origin of the occurrence. The written grievance shall at minimum contain the following information:

- 1) Employee's name;
- 2) A statement of the nature of the grievance;
- 3) A proposed solution to the grievance;
- 4) The employee's and/or Association representative's signature and date.

The Undersheriff shall have fifteen (15) working days from receipt of the grievance to respond to the grievant in writing.

Step 2. In the event the Association is not satisfied with the disposition of the grievance in Step 1, it shall be referred in writing by the Association to the Sheriff with a copy to the Director of Human Resources within fifteen (15) working days after receiving the Undersheriff's response in Step 1. A meeting between the Sheriff, Sheriff's designees, Director of Human Resources,

grievant, and Association representative shall be held at a mutually agreeable time within fifteen (15) working days of the initiation of Step 2. If the grievance is settled, it shall be reduced to writing and signed by the Association and the Sheriff or designee. Grievances at this level must be settled within fifteen (15) working days after the meeting.

The Board of County Commissioners must approve all monetary settlements. If a settlement is reached, it shall be presented to the Commissioners by the Sheriff or his designee and approved by the Commissioners within 15 working days of settlement. The grievant shall not be penalized in reference to time limits during this period. If the settlement is not approved by the Board of County Commissioners, the grievant may continue with arbitration or an alternative review process.

Section 4. Mediation (optional)

1. The Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services will be used exclusively for grievance mediation.
2. The parties must submit a signed, joint request for assistance.
3. The parties agree to waive time limits while the mediation step is being utilized.
4. The grievance mediation process is informal and the rules of evidence do not apply. No record, stenographic, or tape recordings of the meetings will be made.
5. The mediators notes are confidential and will be destroyed at the conclusion of the grievance mediation meeting.
6. The mediator will use problem-solving skills to assist the parties, including joint and separate caucuses.
7. The mediator has no authority to compel a resolution.
8. If the parties cannot resolve the problem, the mediator may provide the parties in joint or separate sessions with an oral advisory opinion.
9. If the parties cannot resolve the grievance, the grievant may proceed with arbitration or an alternative review process.
10. Nothing said by the parties during a grievance mediation, or any documents prepared for a mediation session, can be used during arbitration proceedings.
11. The parties agree to hold the Montana Board of Personnel Appeals or Federal Mediation and Conciliation Services and their mediators harmless for any claim of damages arising from the mediation process.
12. The parties must agree to these procedures and guidelines prior to initiation of the mediation process.

Section 5. Grievance Board (optional)

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, a Grievance Board consisting of three members will be selected as follows:

- 1) The Association will select one member
- 2) The Sheriff will select one member

- 3) The two chosen members will then select the third member. The third member will serve as chairman and hearing officer.

None of the members will be employees of Yellowstone County or the Association or Association or County legal counsel. The Grievance Board shall conduct a hearing within twenty (20) working days after the Board is established. The hearing shall be conducted in a fair and impartial manner and allow equal access to all parties to attain a full and open understanding of the grievance. The Grievance Board shall render a decision within fifteen (15) working days following the hearing. The Board's decision shall be of a majority and shall be final and binding.

The parties shall split costs of the mutually selected Chairman/hearing officer equally. The Grievance Board shall not have the right to recommend, amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. The Grievance Board is to consider and decide on the question of fact as to whether there has been a violation, misinterpretation, or misapplication of the specific provisions of the contract.

Section 6. Arbitration

In the event that the Association is not satisfied with the disposition of the grievance after Step 2 or after mediation (if utilized), within 15 working days of the conclusion of either, the Association shall deliver written notice to the Sheriff (with a copy to the Director of Human Resources) that the grievance will be taken to arbitration.

Within five (5) working days after submission of the written notice, the Association and County will attempt to mutually agree on an impartial arbitrator. If the Association and the County are unable to mutually agree on an impartial arbitrator, the Association shall within ten (10) working days of submitting the written arbitration notice to the County send a written request to the Montana Department of Labor and Industry requesting a list of five arbitrators. Within five (5) working days of receipt of the list, the Association and County shall meet and alternately strike names from the list. A coin toss will decide who goes first. The arbitrator whose name remains on such list shall hear the case and decide the issue.

Each party shall bear the expenses of its own representatives and witnesses but the expenses of the arbitrator shall be shared one-half (1/2) by the County and one-half (1/2) by the Association.

The impartial arbitrator shall have no power to render a decision on any matter not specifically covered by the terms, provisions, or limitations of the Agreement; to render a declaratory judgment; or to add to, subtract from, or modify any of the terms, provisions or limitations of the Agreement.

The impartial arbitrator must render a decision within thirty (30) working days of the hearing.

The arbitrator's written decision shall be final and binding upon the grievant, the Association, and the County.

ARTICLE IX – LEAVES

Section 1. Annual Vacation Leave: Per Statute and County Policy. Vacations will be taken at a time that is mutually agreeable to the employee and approved by the immediate supervisor, giving consideration to the needs of the employee and obligation of the office. If approved, vacation will be made by seniority as to requests made prior to February 1 and on a first requested, first approved basis thereafter. If two or more employees on the same shift request the same vacation day(s) on the same request day, seniority shall prevail.

- Unless approved by the Sheriff or designee, vacation can not be used to exceed the scheduled shift.
- No vacation leave with pay will be granted in advance of vacation earned.
- Vacation time taken off shall be recorded to the nearest quarter hour.

Section 2. Sick Leave:

Employees of the union are entitled to sick leave benefits as set forth for all public employees in Section 2-18-618, M.C.A. and County Policy. Abuse of sick leave is cause for dismissal and forfeiture of the lump-sum payments provided for in this act.

After three (3) consecutive days, the County reserves the right to require an employee to provide a medical certificate or require a medical examination of anyone: using sick leave, medical benefits, Worker's Compensation benefits, or whose physical or mental condition interferes with or may interfere with the performance of his/her duties. The examination will be conducted by a medical doctor, psychologist, or psychiatrist selected by the County at the County's expense.

Upon approval by the Sheriff, employees who, because of illness or injury, are subject to extended convalescence may return to work in a light or limited duty status in lieu of exhausting all earned sick leave credits. Any employee returning to work in a light or limited duty status shall provide the Sheriff or his designee with written permission or authorization from his/her physician allowing the employee to return to work in that capacity. The Sheriff may require a physician's statement prior to allowing an employee to return to a light duty assignment or to normal duties.

Section 3. Bereavement Leave: Per County Policy. A deputy may attend the funeral of a co-worker in the Sheriff's Office, a retired Sheriff's Office employee, or a law enforcement officer in another jurisdiction in Montana upon approval of the Sheriff or his/her designee without causing a loss of pay.

Section 4. Holidays: Per Statute, County Policy, and CBA.

An employee required to work on the actual holiday (not the observed holiday), excluding the statutory general Sunday holiday as cited in M.C.A. 1-1-216(a) shall receive hourly compensation in the form of time and one half (1.5) hours pay for each hour worked on the holiday (premium pay), plus the 8-hour holiday pay at the straight time rate. This shall be in the form of paid compensation. An employee who is not required to work on the actual holiday shall receive eight (8) hours of holiday pay at the regular rate, and should circumstance require, the employee may charge the remaining hours required to reach 80 hours (four [4] hours of the 12 hour shift) to

vacation or previously accrued comp time. A Deputy may exchange short day (8-hour day) as the holiday and work another 12- hour day instead of taking 4 hours vacation or previously accrued comp time. This must be coordinated with the Supervisor. Any deputy who is to be reassigned from a holiday they would normally work shall be given two weeks' notice. The start of the shift determines the holiday, for example shifts starting at 7 A.M. and 7 P.M. on December 25th would be considered working the Holiday, not the 7 P.M. shift on December 24th.

Note: premium pay in this section refers to paying time and one-half for hours worked on a holiday.

Section 5. Leaves Without Pay: Employees may take leave of absence without pay subject to prior approval of the Sheriff. Requests may be submitted in writing to the Sheriff within a reasonable time prior to the requested starting date. The request may also state the reason for the leave and the requested duration of the leave. The supervisor shall respond to the employee in writing giving the reason for the denial if leave is denied.

Section 6. Jury Service: Jury duty-service as witness, Section 2-18-619, M.C.A. and County Policy.

Section 7. Military Leave: Shall be governed by State and Federal law.

Section 8. Family and Medical Leave: Governed by Federal Law, State Law, and County Policy.

ARTICLE X - OFFICER SAFETY AND TRAINING

Section 1 – Responsibility: Each person covered by this agreement has the responsibility to:

1. Take reasonable care for their individual health and safety; consider the safety of other persons who may be affected by their acts or omissions.
2. Work in accordance with information, instruction, and training provided.
3. Refrain from intentionally misusing or recklessly interfering with anything that has been provided for health and safety reasons.
4. Report any hazardous defects in equipment or shortcomings in the existing safety arrangements to a Command Staff without delay.

Section 2. Accidents and Injuries: The employee shall, to the best of his/her ability, complete an accident report form provided by the employer immediately after an accident or at the latest upon completion of shift and return it to his/her supervisor, who shall forward it to the Sheriff for review. All accidents and injuries regardless of their magnitude shall be reported, and failure to do so may result in delay or denial of possible worker's compensation benefits and/or disciplinary action.

Section 3. Hepatitis Shots: Hepatitis shots and any other medical and/or safety items required by acceptable law enforcement safety standards shall be provided at the Employer's expense.

Section 4. Body Armor: All deputies who wish to have body armor will be provided with new issue or have their present armor refurbished within the guidelines. No deputy will be required to wear "hand me down" body armor. Body armor shall be replaced every five years in increments - such as 1/3 at a time.

Section 5. Education: It is encouraged by the Yellowstone County Sheriff's Office that all deputies achieve a bachelor's degree from an accredited college or university. Please refer to County Policy on Education.

ARTICLE XI - HEALTH AND MAJOR MEDICAL INSURANCE

Section 1. Health Insurance: The County shall pay the cost of the premium for the group hospitalization major medical plan for individual coverage for each eligible employee employed by the County who is enrolled in the County's group hospitalization major medical plan on the same basis as other County employees.

Section 2. Advisory Committee: The bargaining unit may have an employee representative on the Health Insurance Advisory Committee and the Association shall notify the County who the representative is and any change in representation.

Section 3. Fitness Incentive: All Bargaining Unit Employees shall be able to participate in the Yellowstone County Fitness Ability Test and Incentive program established and administered pursuant to Sheriff Office Policy.

ARTICLE XII - STRIKES AND LOCKOUTS

The Association agrees to the essential nature of the services provided by its members in protecting the public welfare. In recognition of this fact, the Association agrees that there shall be no work interruptions, slowdowns, or strikes at any time. In the event of the unauthorized interruptions the Association agrees that it will join with the Employer in requiring its members to return to work immediately. The Employer agrees that there shall be no lockout of bargaining unit employees.

ARTICLE XIII - MISCELLANEOUS PROVISIONS

Section 1. Severability: If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Section 2. Administration of the Contract: Both parties retain all remedies provided to them by law subject to the provisions of this contract, however, it is agreed that before either of the parties make use of these remedies, it will make a reasonable effort to settle the matter through such procedures as provided for by this contract.

It is understood and agreed by the parties that any claim by an employee which constitutes an unfair practice allegation as defined by 39-31-401, M.C.A., of the Montana Public Employees Collective Bargaining Law as amended, shall not be subject to the grievance procedure provided in this Agreement, notwithstanding reference to any such matters in this Agreement, but the employee's exclusive remedy shall be to file such charges with the Board of Personnel Appeals as provided by Title 39, Chapter 31, M.C.A. of the Montana Public Employees Collective Bargaining

Law, as amended since jurisdiction for the determination and enforcement of unfair practices is vested in the Board of Personnel Appeals by the Montana Public Employees Collective Bargaining Law, as amended.

Section 3. Drug and Alcohol Free Workplace: Per County Policy.

ARTICLE XIV - DURATION OF AGREEMENT

Section 1. Term and Reopening Negotiations: The provisions of this Agreement shall be effective July 1, 2026 and shall remain in full force and effect until June 30, 2029. A wage reopener (Article V only) is permitted only under any of the following conditions:

1. By mutual consent of both parties (BOCC and Union)
2. If legislature changes M.C.A 7-4-2508. If the Montana State Legislature changes deputy statutes, Sheriff Compensation or compensation calculations, such changes will cause the compensation to be open for negotiations.
3. In Fiscal years FY 28 and FY 29, if the elected officials' resolution states that the base salary for elected officials, exclusive of additional compensation as generally shown in a Board resolution in accordance with the Yellowstone County Salary Compensation Board is less than two percent (2.0%) this contract may be reopened within 30 calendar days for salary negotiations.

If either party desires to re-negotiate or amend the Agreement, written notice of such intent to the other party shall be made at least ninety (90) calendar days and not more than one hundred twenty (120) calendar days before the expiration of this Agreement. During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of both the parties in written and signed amendment of this Agreement, with the exception of a wage reopener as dictated above. All amendments or memorandums of understanding must be approved by the Board of County Commissioners.

Section 2. Effect: This agreement constitutes the full and complete agreement between the County and the Union upon which the parties did bargain or could have bargained unless amended by Section 1. The provisions herein relating to terms and conditions of employment supersede any and all prior agreements, resolutions, practices, policies, rules, and regulations concerning terms and conditions of employment inconsistent with these provisions. The parties acknowledge that all the remedies for breach of this contract are contained within the provisions of this contract.

Section 3. Term: The employer's fiscal year runs from July 1st of each year to June 30th of the following year. The term of this agreement shall be July 1, 2026, to June 30, 2029.

Section 4. Negotiations: Negotiations will be opened at any time that a change in law or an official act by person or bodies other than the parties hereto nullifies any of the terms of this contract. Negotiations at this time will be confined to the particular matter affected.

Entered into this _____ day of _____, 2026.

**BOARD OF COUNTY
COMMISSIONERS
YELLOWSTONE COUNTY**

MARK MORSE, CHAIRMAN

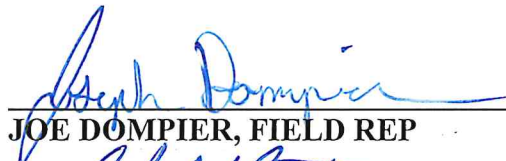
MIKE WATERS, MEMBER

CHRIS WHITE, MEMBER

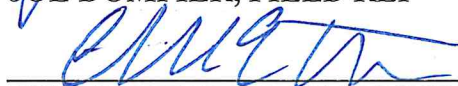
MIKE LINDER, SHERIFF

ATTEST: _____
JEFF MARTIN, CLERK & RECORDER

**THE MONTANA FEDERATION OF PUBLIC
EMPLOYEES**



JOE DOMPIER, FIELD REP



CHRIS ETTER, UNION PRESIDENT

B.O.C.C. Regular

3. a.

Meeting Date: 07/21/2026

Title: Resolution Hearing Held on State of Montana's Intent to Use Land Contrary to Zoning

Submitted By: Steve Williams

TOPIC:

Resolution 226-87 Hearing Held on State of Montana's Intent to Use Land Contrary to Zoning

BACKGROUND:

On July 9, 2026, the Board facilitated an informational hearing regarding the state's intent to use land near Laurel contrary to zoning. The County does not have the authority to prevent this use. The resolution indicates that the County held the hearing as required by law.

RECOMMENDED ACTION:

Approve

Attachments

Resolution

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26-87

Resolution Hearing Held on State of Montana's Intent to Use Land Contrary to Zoning

WHEREAS, pursuant to Sections 76-2-402 of the Montana Code Annotated (2025), the government may use land contrary to zoning after a hearing by the government entity that manages the zoning. The government entity that manages the zoning does not have the authority to prohibit the use of the land contrary to zoning.

WHEREAS, on June 12, 2026, the State of Montana purchased the land at 1425 U.S. Highway No. 10, legally described as Lots 1 through 3 of Block 1 of Rossmoor Subdivision in Yellowstone County near the City of Laurel. The land is in the Yellowstone County Jurisdictional Zoning Area around the City of Laurel. The land has a zoning designation of Residential Tracts. The land is approximately 110 acres. The State purchased the land to construct a mental health facility. The zoning designation of Residential Tracts does not allow for the construction of a mental health facility on the land. On June 12, 2026, the State advised Yellowstone County that it intended to use the land contrary to zoning to construct a mental health facility. To comply with Section 76-2-402 of the Montana Code Annotated (2025) the County has to hold a public hearing on the use of the land contrary to zoning. The State provided the County with an explanation of its proposed use of the land.

WHEREAS, on June 23, 2026, the Yellowstone County Board of County Commissioners passed a resolution to hold a hearing on the State's intent to use land contrary to zoning and set the hearing for July 14, 2026. On June 26, 2026 and July 3, 2026, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone News*. From June 26, 2026 through July 9, 2026, the Clerk and Recorder received comments and provided the comments to the Board prior to the hearing.

NOW THEREFORE, BE IT RESOLVED,

On July 9, 2026, the Yellowstone County Board of County Commissioners held a public hearing on the State of Montana's intent to use land contrary to zoning in the Yellowstone County Jurisdictional Zoning Area around the City of Laurel. The Board heard from the State as to its intent to use the land contrary to zoning and received comments from the public on the intent to use land contrary to zoning. The minutes of the hearing, recording of the hearing and comments can be obtained from the Yellowstone County Clerk and Recorder. The hearing was informational. The State has the authority to use the land contrary to zoning. The Board does not have the authority to prevent the State from using the land contrary to zoning.

Passed and Adopted on the 21st day of July 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

3. b.

Meeting Date: 07/21/2026

Title: Prosecutorial Assistance in State v. Walker

Submitted For: Amy Tolzien

Submitted By: Amy Tolzien

TOPIC:

Resolution 26-88 Requeusting Prosecutorial Assistance in State v. Walker

BACKGROUND:

State Auditor is initiating charges against Adam Paul Walker

RECOMMENDED ACTION:

Approve

Attachments

Resolution - Walker

RESOLUTION

WHEREAS, the Yellowstone County Attorney has accepted an offer of prosecutorial assistance from the Office of the Montana State Auditor, Commissioner of Securities and Insurance, in the prosecution of *State of Montana vs. Adam Paul Walker*;

WHEREAS, it is desired and deemed appropriate that a Special Deputy County Attorney be appointed to assist in handling prosecution issues in the aforementioned case;

WHEREAS, Mont. Code Ann. § 7-4-2401 authorizes the county attorney to appoint special counsel as may be necessary for the faithful and prompt discharge of the duties of the office; and,

WHEREAS, the Office of the Montana State Auditor, Commissioner of Securities and Insurance, is granted pursuant to Mont. Code Ann. §§ 33-1-311 and 33-1-1501, *et seq.* authority over insurance investigations and enforcement;

THEREFORE, BE IT RESOLVED, that the attorneys assigned to the Office of the Montana State Auditor, Commissioner of Securities and Insurance, and any attorneys retained by the Office of the Montana State Auditor, Commissioner of Securities and Insurance, are hereby appointed as Special Deputy Yellowstone County Attorneys for the purpose of assisting in the prosecution of the aforementioned case.

BE IT FURTHER RESOLVED, the Office of the Montana State Auditor, Commissioner of Securities and Insurance, shall charge the County no fee for attorney time provided by its attorneys. Witness fees and expenses, jury costs, and other normal costs associated with trial will be the County's responsibility as with all other prosecutions.

DATED this _____ day of July, 2026.

CHAIRMAN

ATTEST:

MEMBER

CLERK AND RECORDER

MEMBER

B.O.C.C. Regular

4. a.

Meeting Date: 07/21/2026

Title: Montana Highway Patrol MOU

Submitted By: Carol Redler

TOPIC:

MOU between YCSO and MHP for Destruction of Drugs

BACKGROUND:

YCSO has not conducted a drug destruction for several years and has accumulated a lot of drugs and related items. Per the attached MOU, MHP will assist YCSO in destroying that accumulation. Cost will be a \$75.00 start-up fee and then \$1.25 per pound of material incinerated.

RECOMMENDED ACTION:

Approve and sign.

Attachments

MHP MOU 2026

MEMORANDUM OF UNDERSTANDING

MONTANA HIGHWAY PATROL (MHP)

AND

Yellowstone County Sheriff's Office

PARTICIPATING LAW ENFORCEMENT AGENCY (PLEA)

Introduction

This agreement is entered into by and between the Montana Highway Patrol and the Yellowstone County Sheriff's Office (participating law enforcement agency – PLEA)

The PLEA is a County law enforcement agency charged with enforcing the Controlled Substance Controlled Substance Act (Title 21 of the United States Code) and or State of Montana criminal codes.

The MHP is a division of the Montana Department of Justice responsible for maintaining and operating incinerators in Butte, Billings, and Great Falls.

Purpose of Agreement

This MOU formalizes the PLEA's use of MHP's incinerators for the purpose of destroying drugs and drug-related contraband or evidence in the possession of the PLEA, and provides for payment of start-up and incineration service fees.

The parties recognize that MHP is entitled to reasonable fees to help offset operational costs, including fuel and electricity expenses, maintenance costs, Trooper time, annual permit renewal fees payable to Montana Department of Environmental Quality (DEQ), and for the purchase of safety equipment.

The parties also recognize that the public good is advanced when federal, state and local agencies partner to address pressing problems, including the opioid epidemic. Although this MOU will enable the PLEA to use MHP's incinerators to destroy street drugs and contraband, the parties understand that the incinerators were purchased and installed for the primary purpose of destroying prescription drugs deposited in drop-box locations and gathered during prescription take-back events.

Terms of Agreement

The parties agree as follows:

A. MHP Responsibilities

1. Training: all incinerator operators are required to be trained according to MHP's training guidelines, the incinerator manufacturer's owner's manual, and in accordance with DEQ's permits.
2. Supervision: The MHP Captains in Butte, Billings and Great Falls, respectively, are responsible for the incinerator programs in their areas, and for maintaining security, training, record-keeping, payment of annual DEQ permit renewal fees, and proper operation and maintenance of the incinerators and associated buildings and equipment.
3. Incineration: all drugs, contraband or evidence shall be incinerated by MHP trained operators by subjecting the material to a minimum temperature of 1600 degrees Fahrenheit (as required by the DEQ permits) and for a sufficient period of time to render the material into a fine, non-hazardous ash.
4. Security: the incinerators shall be secured to prevent access to the area by any persons other than trained operators and law enforcement personnel authorized to be in the secure area. Non-law enforcement personnel are not permitted to access the incinerator sites unless they are accompanied by authorized law enforcement personnel or have received permission from the responsible MHP Captain (paragraph 2, above).
5. Record-keeping: MHP will record the weight of each batch of drug or drug-related contraband received from the PLEA, the date and time the material is delivered, and the date and time the material is destroyed. MHP will provide the PLEA with receipts and maintain copies of receipts showing the date of delivery and weight of each batch of material received from the PLEA.
6. Handling of controlled substances: Drugs and associated contraband or evidence received from the PLEA shall be incinerated promptly upon the PLEA's transfer of custody to MHP. The box, container or packaging used by the PLEA to seal and transport the material may not be opened or altered prior to incineration. Rather, the container and its contents must be incinerated in the same condition the container arrives at the MHP incineration site (i.e., the unopened container and its contents must be incinerated).
7. Burn Schedules: The MHP Captains at each incineration site will establish a regular schedule of days and times that the incinerators and MHP operators are available to provide incineration services to the PLEA. The burn schedule will be adjusted according to demand. This schedule and any changes to the schedule will be provided to the PLEA.
8. 50-Pound Minimum: To promote efficiency, MHP has established a requirement that the material to be incinerated weigh 50 pounds or more. To facilitate compliance with this minimum poundage requirement, MHP is responsible for coordinating and tracking of anticipated deliveries from PLEA, MHP, and other participating law enforcement agencies. When MHP is notified of an anticipated delivery, as required by paragraph I.B.3, below, if the material being delivered is less than the 50-

pound minimum, MHP may request the PLEA to delay the delivery until the 50-pound burn requirement is achieved.

9. Prompt Incineration after Delivery: Material delivered to MHP incineration sites must be immediately secured and then promptly incinerated according to MHP's burn schedule. If prompt incineration is not available because the 50-pound minimum poundage requirement is not yet satisfied, paragraph I.B.8, above, the container and all contents must be retained by the PLEA.

B. PLEA Responsibilities

1. Payment: Upon execution of this MOU the PLEA will provide MHP with a \$75 start-up fee and will pay MHP \$1.25 per pound of material incinerated.
2. Payment will be made within 30 days of invoicing to the following address:

Montana Highway Patrol
18 Trooper Drive
Boulder, MT 59632
3. Transportation: The PLEA will be solely responsible for transporting the material to the MHP incineration sites and for all associated costs and liabilities associated with delivering the material to MHP incineration locations.
4. Notice: The PLEA will provide reasonable notice to the MHP Captain in charge of the incineration site (paragraph I.A.2, above) that it plans on delivering material to an incineration site. Notice shall include the approximate date and time of the shipment and approximately how many pounds of material will be delivered. Notice may be provided by email or telephone and will be considered reasonable notice if (a) the delivery complies with MHP's burn schedule and (b) if notification is provided by at least 5 p.m. on the day prior to the anticipated date of delivery.

C. Mutual Responsibilities

1. Strict accountability and control shall be maintained over the material, evidence or contraband transferred. Only sworn members of the PLEA and MHP shall be entrusted with such materials.
2. Each party to this MOU is responsible for following all state and federal laws and for following its own rules, policies and procedures regarding the transfer, storage, destruction, and handling of material, evidence or contraband.
3. Each party to this MOU is responsible for ensuring a legally sufficient chain of custody and for following its own policies and procedures for record keeping involving the transfer, storage, destruction and handling of material, evidence or contraband.

D. Amendments, Disputes, Cancellation

1. Amendments to this agreement must be in writing and must be signed by the executive leadership of both parties.
2. Disagreements or conflicts shall be addressed and resolved at the lowest level of management possible, subject to the terms of this agreement. When resolution cannot be achieved, the senior leadership of the parties shall confer and resolve any issues or concerns.
 - a. This MOU is governed by the law of the State of Montana. In the event of a dispute that is not resolved among the parties, proper venue is Montana district court, First Judicial District, Lewis and Clark County.
 - b. Either party may cancel this agreement with 30 days' written notice to the other party.
 - c. The parties agree that their working relationships under this MOU will be characterized by professional courtesy and good communication.

This agreement does not restrict, amend, or expand the existing enforcement jurisdiction of either party. This agreement does not deputize the personnel of either party with additional authorities or powers.

FOR THE MONTANA HIGHWAY PATROL

(date)

COLONEL

FOR THE PARTICIPATING LAW ENFORCEMENT AGENCY

Yellowstone County Sheriff's Office

AGENCY

AUTHORIZED SIGNATURE **(date)**

Billing Information:

Agency Name: Yellowstone County Sheriff's Office

Person Responsible for Billing: Carol Redler

Billing Address: PO Box 35017, Billings, MT 59107

Phone Number: 406-256-2927

Email Address: sheriffbilling@yellowstonecountymt.gov

B.O.C.C. Regular

4. b.

Meeting Date: 07/21/2026

Title: Summit Foods

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Summit Foods Pricing Agreement FY27

BACKGROUND:

Annual pricing adjustment.

RECOMMENDED ACTION:

Approve and sign.

Attachments

Summit FY27

AMENDMENT #6 TO THE STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE

This Amendment is made and entered into by and between Yellowstone County Detention Facility ("Client"), and Summit Food Service, LLC ("Company") (collectively "the Parties").

WHEREAS, the Parties have entered into a certain Standard Form of Agreement Between Owner and Contractor on the Basis of Stipulated Price (the "Agreement"), effective July 1, 2021;

WHEREAS, the Parties have agreed to extend the Agreement with a pricing adjustment; and

WHEREAS, the Parties now desire to amend said Agreement upon the terms and conditions stated herein.

NOW, THEREFORE, the Parties, intending to be legally bound hereby, mutually agree as follows:

1. **Term.** This Agreement shall be extended for an additional year beginning July 1, 2026. The term shall automatically renew for additional one-year periods thereafter unless otherwise terminated per the Agreement.
2. **Payment Arrangement.** Per section 5.1 of the Agreement, pricing shall be amended to reflect that Company shall charge per the following scale:

Population	Current Price	CPI %	New Price
7500-8000	\$2.021	4%	\$2.102
8001-8500	\$1.965	4%	\$2.044
8501-9000	\$1.911	4%	\$1.987
9001-9500	\$1.864	4%	\$1.939
9501-10000	\$1.821	4%	\$1.894
10001-10500	\$1.781	4%	\$1.852
10501-11000	\$1.742	4%	\$1.812
11001-11500	\$1.716	4%	\$1.785
11501-12000	\$1.689	4%	\$1.757
12001-12500	\$1.667	4%	\$1.734
Staff Meal	\$2.424	4%	\$2.521

3. **Menu Changes.** To the extent any provision in the Contract Documents, as defined in Section 14 of the Agreement, references or specifies protein amounts for regular meals or sack meals, such provision is hereby deleted and replaced with the following:

"The regular diet cycle will consist of an average of seventy (70) grams protein daily."

"Sack meals will contain an average of one meal's worth of protein, considering the daily average is about seventy (70) grams of protein daily."

4. **Change in Conditions.** The financial terms set forth in this Agreement, and all other obligations assumed by Company hereunder, are based on conditions in existence on the date Company commences operations including, without limitation, population; labor costs; tariffs; inmate labor; applicable Governmental Rules; food and supply costs; provision of equipment and utilities;

state of the Premises; and federal, state and local sales, use and excise taxes (the "Conditions"). Further, Client acknowledges that in connection with the negotiation and execution of this Agreement, Company has relied upon Client's representations regarding existing and future conditions (the "Representations"). In the event of change in the Conditions, inaccuracy of the Representations, or if Client requests any significant change in the Food Services as provided under this Agreement, the financial terms and other obligations assumed by Company shall be renegotiated to reflect a proportionate increase in Company's charges to the Client. Company will provide a thirty (30) day notice of such increased charges. In the case that Client provides inmate labor to assist with duties under the Agreement, Client acknowledges that Client is solely responsible for any pay, compensation, benefits or other remuneration (if any) payable to the inmate. If Company sustains increases in its operational costs (e.g. product or labor costs), Company, with written notification to Client, may increase its prices for items to recover such increased costs.

5. All capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.
6. To the extent there is any inconsistency between the Agreement and this Amendment, the provisions of this Amendment shall prevail with respect to matters expressly set forth in this Amendment, and the Agreement shall prevail with respect to all other matters. No representations, inducements, or agreements, oral or in writing, between the parties with respect to such matters, unless contained in the Agreement or this Amendment, shall be of any force or effect.
7. Except as expressly amended herein, all other terms of the Agreement are hereby ratified and confirmed and will continue in full force and effect, and the parties hereby ratify and confirm the terms of the Agreement, as modified by this Amendment.
8. Counterparts; Electronic Delivery. This Amendment may be signed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same document with the same effect as if such signatures were upon the same instrument. Counterparts may be delivered via facsimile, electronic mail (including PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com), or other transmission method, and any counterpart so delivered will be deemed to have been duly and validly delivered and be valid and effective for all purposes. This Amendment may be executed electronically.

[Signatures on Following Page]

This Amendment is effective as of July 1, 2026.

CLIENT: Yellowstone County

Signature: _____
Name: _____
Title: _____
Date: _____

COMPANY: Summit Food Service, LLC

Signed by:
Signature: Roshon Cody
3D3DB9E5742F4DE...
Name: Roshon Cody
Title: President
Date: 7/9/2026

B.O.C.C. Regular

5. a.

Meeting Date: 07/21/2026

Title: Request for Mental Health Funds - HOPE Coalition

Submitted For: Jennifer Jones, Finance Director

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

The Healthy Outcomes through Prevention and Education (HOPE) Coalition is Requesting \$7,500 in Mental Health Funds

BACKGROUND:

The HOPE Coalition is requesting \$7,500 in Mental Health funds in order to secure an important youth prevention event for Yellowstone County middle school students this September. This event will bring in a nationally recognized speaker to provide a presentation focused on making healthy choices and preventing substance misuse, with the goal of reaching young people before they face significant challenges and equipping them with the knowledge and confidence to make good decisions.

RECOMMENDED ACTION:

Refer to document.

Attachments

HOPE Coalition - Commissioner Request for Funds - July 2026



July 13, 2026

Dear Board of Yellowstone County Commissioners,

I am writing to request the use of funds from the upcoming dollars allocated to the HOPE Coalition. The HOPE Coalition would like to request \$7,500 of our \$50,000 a month early to secure an important youth prevention event for Yellowstone County middle school students this September.

The HOPE Coalition is bringing a nationally recognized speaker to Billings for a powerful presentation focused on making healthy choices, and preventing substance misuse. We anticipate that more than 500 middle school students, educators, and support staff from across Yellowstone County will participate in this impactful event.

This event represents an investment in prevention reaching young people before they face significant challenges and equipping them with the knowledge and confidence to make good decisions.

Thank you for considering this request and for your partnership in prevention for our community.

Sincerely,

A handwritten signature in cursive script that reads "Melanie Schwarz". The signature is written in a dark ink and is positioned below the "Sincerely," text.

Melanie Schwarz

Co-Founder, HOPE Coalition

Healthy Outcomes through Prevention and Education

B.O.C.C. Regular

5. b.

Meeting Date: 07/21/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant

BACKGROUND:

Bond for Lost Warrant on lost check, form returned signed and notarized.

RECOMMENDED ACTION:

Approve reissue.

Attachments

Bond for Lost Warrant

BOND FOR LOST WARRANT

On March 10, 2026 Yellowstone County issued a warrant numbered 870511 to CRAIG C PETERSON (Principal) in the amount of \$591.15. The warrant was drawn in payment of PAYROLL - LONGEVITY. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$591.15 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 1,182.30 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.



Principal Signature

7 Stella St. N.

Mailing Address for replacement check

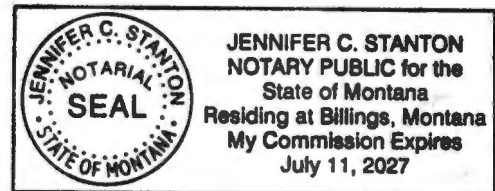
Billings, MT 59105

City, State Zip

State of _____)

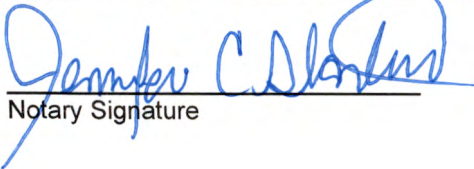
: (seal/stamp)

County of _____)



This instrument was acknowledged before me on this 13th day of July, 2026,

by Jennifer C. Stanton



Notary Signature

(NOTARIAL SEAL/STAMP)

APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

5. c.

Meeting Date: 07/21/2026

Title: Sheriff's Office Contract - PropertyRoom.com - Asset Disposition Services

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Sheriff's Office Contract - PropertyRoom.com - Asset Disposition Services

BACKGROUND:

The Sheriff's Office is requesting Commissioners' approve for a contract with PropertyRoom.com for asset disposition services. This is a one-year agreement. An informal solicitation was conducted and PropertyRoom.com was found to be the most advantageous offeror for the services the Sheriff's Office requires.

RECOMMENDED ACTION:

Sign agreement and return a copy to Finance.

Attachments

Yellowstone CO MT_PropertyRoom.com Agrmt26

This Asset Disposition Services Agreement ("Agreement") is made by and between PropertyRoom.com, Inc., a Delaware corporation ("Contractor") and Yellowstone County ("Owner"). The Agreement is effective upon Owner's signature date ("Effective Date").

Whereas Contractor's business involves surplus asset management, selling, auction, disposition and related services ("Services"); and

Whereas Contractor desires to provide Services to Owner and Owner desires Contractor to provide Services subject to this Agreement.

Now therefore, in consideration of premises above and mutual covenants and agreements set forth herein, Contractor and Owner agree as follows.

Any other municipal, county, or state government agency located within the same state as Owner may also procure Services under this Agreement under the same terms and conditions stated in this Agreement by executing an adoption agreement with Contractor based upon this Agreement.

1. **Items Requiring Services.** Owner will identify items ("Assets") it desires to provide to Contractor for Services. Contractor retains the right to accept or reject certain Assets in its sole discretion.
2. **Title to Assets.** Owner shall retain, at all times, legal title to Assets unless and until Assets are purchased or otherwise disposed of according to the Agreement, at which time Owner will be deemed to have transferred title directly to an Asset purchaser or other acquirer ("Buyer") identified by Contractor. Owner appoints Contractor as its representative and instrumentality to hold and offer Assets for sale, on Owner's behalf, in accordance with the Agreement. Owner appoints Contractor as its attorney-in-fact to sign any and all documents necessary to assign to Buyers all of Owner's rights, title and interest in and to Assets sold or disposed. Cash receipts, accounts receivable, contract rights, notes, general intangibles, and other rights to payment of any kind arising out of Asset sales ("Proceeds") belong to Owner. Contractor may withhold from Proceeds amounts owed to Contractor and any third parties in connection with Services, which amounts shall be disbursed by Contractor on Owner's behalf. Contractor will remit remaining balances to Owner ("Owner Net Proceeds").
3. **Term and Termination**

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date and thereafter will automatically renew for consecutive one (1) year terms unless written

notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.

- a. Either Owner or Contractor (the "Party" or "Parties") may terminate the Agreement upon thirty (30) days prior notice to the other Party.
- b. The rights of the Parties to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. Exercising any such right or remedy will not preclude exercising these or any other rights and remedies.
- c. Upon any termination or expiration, Contractor may continue to provide Services for any unsold Assets then in the possession of Contractor. Alternatively, Owner may, at Owner's expense, arrange for the return of Owner Assets.

4. Payment for Services

- a. **Fees.** Fees for Contractor Services appear in signed addendums to this Agreement.
- b. **Remittance of Proceeds.** Once a month, Contractor will remit Owner Net Proceeds from sales completed the prior month. Sales are deemed completed when all items from an asset list line-item are sold, paid for and shipped. Contractor may defer payment of any amount less than \$250 until such time as the amount owed Owner equals or exceeds \$250.
- c. **Invoices.** If monthly Proceeds do not cover amounts owed, Contractor and Owner will mutually agree for Contractor to either:
 - (1) Invoice Owner for Services, net of Proceeds collected, or
 - (2) Accrue and carry-over unpaid balances, invoicing Owner when negative balances persist for six (6) consecutive months.
- d. **Reporting.** Each month, Contractor will publish a standard online report containing information related to Owner Assets, Services provided, Fees and Owner Net Proceeds.

5. **Contractor Obligations.** Contractor may utilize subcontractors in its performance of Services, provided Contractor shall be responsible for any breach of this Agreement by such subcontractors. With respect to delivering Services:
 - a. Contractor shall maintain insurance covering Assets against fire, theft, and extended coverage risks ordinarily included in similar policies.
 - b. For auction Services, Contractor will use organic marketing techniques ("OMT") to increase bidding on Owner Assets. OMT may include, but not be limited to, email, publicity related to this Agreement, and facilitation of

See Amend-
ment, #1

clickable links on Owner website(s) to websites used by Contractor for Asset sales.

6. Asset Lists

- a. **Manifest & Asset Lists.** Owner will complete paperwork reasonably necessary to convey custodial possession of Assets to Contractor, such as written manifests or Asset lists (the "Asset Lists") describing items in sufficient detail for proper identification. Contractor owns exclusive rights to sell Assets described in Asset Lists provided by Owner for a period of 120 days from the date Owner releases an Asset to Contractor for sale and Owner will not grant any such rights to any third party (or itself sell the applicable Assets).
- b. **Excluded Assets.** Owner agrees it will not knowingly provide illegal or hazardous Assets or Assets that infringe intellectual property rights of any third party ("Excluded Assets"). In the event Contractor identifies any item as an Excluded Asset, Contractor shall have the right to suspend, cancel, or unwind any sale or disposal of such Excluded Asset.

7. Salability of Assets.

- a. Owner states Assets subject to Services are legally available for sale to the general public; and
- b. If required, Owner has taken necessary actions for transfer of Asset title(s) to Buyers.

- 8. Books and Records.** Contractor will keep complete and accurate books of account, records, and other documents with respect to the Agreement ("Books and Records") for at least 3 years following Agreement expiration or termination. Upon reasonable notice, Books and Records will be available for inspection by Owner, at Owner's expense, at the location where Books and Records are regularly maintained, during Contractor's normal business hours.

- 9. Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties named herein and their respective successors and assigns. Neither Party may assign any of its obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed, provided that Contractor may assign this Agreement without such consent to a successor in interest by way of a merger, consolidation, or sale of all or substantially all of Contractor's assets.

- 10. Notices.** Any notice or other communication given under the Agreement will be in writing and delivered by hand, sent by facsimile (provided

acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail or sent by any nationally recognized overnight courier service to the addresses provided in the Owner information section. Notices sent by registered mail or national overnight carrier shall be effective upon delivery. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by written notice to the other Party. A change of address will take effect upon receipt of notice unless a later date is otherwise specified.

- 11. Interpretation.** Whenever possible, each provision of the Agreement will be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of the Agreement is held to be prohibited by or invalid under applicable law, such provision will be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of the Agreement. The Agreement headings are inserted for convenience of reference only and shall not constitute a part hereof.

- 12. Governing Law.** The internal law, and not the law of conflicts, of the state in which Owner is located will govern all questions concerning construction, validity and interpretation of the Agreement and the performance of the obligations imposed by the Agreement. The proper venue for any proceeding at law or in equity will be the state and county in which the Owner is located, and the Parties waive any right to object to the venue.

- 13. Further Assurances.** Contractor and Owner will each sign such other documents and take such actions as the other may reasonably request in order to effect the relationships, Services and activities contemplated by the Agreement and to account for and document those activities.

- 14. Relationship of the Parties.** No representations or assertions will be made or actions taken by either Party that could imply or establish any joint venture, partnership, employment or trust relationship between the Parties with respect to the subject matter of the Agreement. Except as expressly provided in the Agreement, neither Party will have any authority or power whatsoever to enter into any agreement, contract or commitment on behalf of the other, or to create any liability or obligation whatsoever on behalf of the other, to any person or entity.

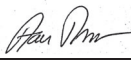
Asset Disposition Services Agreement

15. **Force Majeure.** Neither Party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the Parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources

will not to be deemed a cause beyond a Party's control. Each Party will notify the other Party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

This Agreement, together with one or more signed addendums attached hereto, comprises the entire agreement between Contractor and Owner relating to Services and supersedes any prior understandings, agreements, or representations by or between the parties, whether written or oral.

<u>OWNER</u>	
Signature	_____
Name	Mark Morse
Title	BOCC Chair
Date	July 21st, 2026

<u>CONTRACTOR</u>	
Signature	 _____
Name	Aaron Thompson
Title	CEO
Date	05 / 20 / 2026

OWNER INFORMATION & AGREEMENT OPTIONS SELECTED

Owner Name: Yellowstone County	Account #: 2771
Street Address: _____	Cooperative Purchasing Agreement? Sourcewell ☒ Other (Please specify) _____ ☐ Member #: 9211
City, State/Province, Postal Code, Country: _____	Resolution of Unpaid Monthly Service Fees: Balance carry-over ☐ Monthly Invoice ☐
Telephone: _____	Fax: _____
Primary Contact: Name _____ Work _____ Mobile _____ Email _____	Secondary Contact: Name _____ Work _____ Mobile _____ Email _____

1. This addendum ("Addendum") is attached to and made part of the Asset Disposition Services Agreement dated July 21st, 2026 ("Agreement") between Contractor and Owner. In the event of a conflict between the provisions of the Agreement, this Addendum and any prior agreement or Agreement addendum, this Addendum will govern.
2. **Definitions.**
 - a. **Winning Bid.** "Winning Bid" means the highest amount committed and paid by a Buyer of a sold Asset. Winning Bid does not include shipping & handling, buyer premiums, or other fees, if any, nor does Winning Bid include an amount a Buyer commits but fails to pay.
 - b. **Sales Price.** "Sales Price" equals the Winning Bid plus shipping & handling, shipping insurance and sales tax paid by a Buyer.
 - c. **Payment Processing Costs.** Payment processing costs equal 3% of Sales Price ("PP Costs").
 - d. **Success Fee.** For sold Assets, Owner will pay Contractor a Services fee equal to a percent of profits or Winning Bids as specified below ("Success Fee").
 - e. **Buyer Premiums.** Notwithstanding anything to the contrary herein, Contractor may collect a Winning Bid percent fee from a Buyer, typically referred to as a "Buyer's Premium".
3. **Services Offered.** Contractor provides a suite of Services referenced herein. Upon mutual agreement of Owner and Contractor, Contractor may provide all or any combination of Services. Contractor will use commercially reasonable efforts to deliver Services.
 - a. **Portables Auction Service ("Portables").** Applying to Assets small enough for pick-up by Contractor via box truck or common carrier shipment, excluding firearms, Contractor will transport, test and/or authenticate (if applicable and practicable), erase or destroy memory media (in the case of electronics), image, store, list and sell Assets via public internet auction on one or more Contractor selected websites. Owner will pay Contractor a Success Fee as described below.
 - (1) **Asset Success Fee.** For Portable Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Portables Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.
 - (3) **Fuel Surcharge.** If quarterly retail diesel prices, as published by the U.S. Energy Information Administration, rise above the level shown in the table below, a fuel surcharge ("Fuel Surcharge") will be deducted from Owner Net Proceeds for each Portable Manifest picked up at Owner's location.

Retail Diesel (per gal)	Fuel Surcharge
< \$ 2.50	\$ 0.00
\$ 2.50 to \$ 2.99	\$ 12.40
\$ 3.00 to \$ 3.49	\$ 24.80
\$ 3.50 to \$ 3.99	\$ 37.20*

* Table continues at same rate of \$12.40 increments per \$0.50 per gal change in Retail Diesel.

- (4) **Shipping Fee.** If assets are transported via common carrier and not picked up by Contractor, the shipping fee will be deducted from Owner Net Proceeds.
- b. **Firearms Auction Service.** This service is restricted to Owner firearm assets ("Firearm Assets") legally available for public sale in the United States. Contractor is compliant with ATF, Title 18, U.S. Code Ch. 44 and NFA (26 U.S.C., Ch. 53), as well as applicable state and local laws. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Firearm Assets.

Contractor will deliver Firearm Assets disposition services beginning with the collection and transport of Firearm Assets to a Federal Firearms Licensee ("FFL") holder ("Recipient FFL" or "Partner FFL"). Subsequently, Contractor and Recipient FFL will store, catalog, image, list for public internet auction, process purchaser payment and ship Firearms Assets to another FFL holder ("Transferee FFL") that will administer final physical transfer to purchaser ("Buyer") in compliance with applicable federal, state, and local laws. Owner will pay Contractor a Success Fee as described below.

 - (1) **Success Fee.** For Firearm Assets, Success Fee equals 50% for the first \$1,000 of a Winning Bid amount and 25% of Winning Bid amount, if any, over \$1,000.
 - (2) **Net Proceeds.** For each Firearm Asset, Owner Net Proceeds equals Winning Bid less Success Fee less PP Costs.

- c. **In Place Auction Service ("In Place")**. Applying to Assets that Owner and Contractor mutually agree to auction in place, Contractor will sell In Place Assets via public internet auction on one or more Contractor selected websites using descriptions and digital images supplied by Owner. Owner will maintain physical control of In Place Assets and transfer possession to Buyers after sale. Owner will pay Contractor a Success Fee as described below.
- (1) **Success Fee**. For each In Place Asset, Success Fee equals 2.5% of Winning Bid.
 - (2) **Net Proceeds**. For each In Place Asset sold at auction, Winning Bid less Success Fee less PP Costs equals Owner Net Proceeds.
- d. **Haul Away Auction Service ("Haul Away")**. Applying to fleet vehicles and equipment, Contractor will tow Assets to, or take delivery at, Yards. Contractor will store, image, describe, list and sell Haul Away Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more subcontractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.
- (1) **Success Fee**. For each Haul Away Asset, Success Fee equals 12.5% of Winning Bid.
 - (2) **Tow & Miscellaneous Fees**. Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).

Haul Away Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	First 30 miles free. \$10 for every 10 miles over the 1st 30 free miles
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Storage - light & medium duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$3 / day
<i>Storage - heavy duty</i>	Storage for assets stored for any reason other than awaiting auction	Per day over 30 days after pickup date	\$5 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (3) **Net Proceeds**. For each Haul Away Asset, Winning Bid less the sum of Success Fee, Tow & Miscellaneous Fees, and PP Costs equals Owner Net Proceeds.

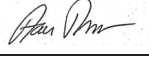
- e. **Impound Storage & Auction Service ("Impound")**. Applying to citizen vehicles seized and or impounded by Owner, Contractor will receive tows of Impound Assets at tow yard facilities ("Yards"), storing Assets while Owner decides whether to release to a citizen or auction. For release-to-citizen vehicles ("Released Vehicles"), Contractor will process and collect fees from citizens. For auctioned vehicles, Contractor will store, image, describe and sell Impound Assets via public internet auction on one or more Contractor selected websites. Contractor may work with one or more sub-contractors ("Subcontractor") for storage and processing of Assets at Yards. Owner will pay Contractor a Success Fee as well as other fees as specified below.

- (1) **Success Fee.** For each Impound Asset sold at auction, Success Fee equals 12.5% of the Winning Bid.
- (2) **Tow & Miscellaneous Fees.** Tow and Miscellaneous Service Fees are indicated in fee schedule below that specifies tow processes and related fees for Owner-specific needs ("Tow & Miscellaneous Fee Schedule"). The Tow & Miscellaneous Fee Schedule will distinguish between Assets that can be hauled-away on a standard vehicle transporter (such as automobiles and light trucks) from over-sized Assets (e.g., cranes, buses, backhoes).
- (3) **Storage Fees.** Impound storage fees are indicated in the fee schedule below. Owner retains rights to charge citizens higher storage fees for Released Vehicles and Contractor will collect those storage fees along with other citizen fees set by Owner, such as tow charges, administrative charges, court processing fees, etc. ("Citizen Payments"). In the event that Assets are stored for an extended period of time without being released by Owner for auction, Owner agrees to reimburse Contractor for such storage fees in a manner to be mutually agreed upon.

Impound Storage & Auction Service – Tow and Miscellaneous Fee Schedule			
Fee Type	Fee Description	Rate Description	Rate Per Asset
<i>Light Tow</i>	Light duty vehicles up to 11,000 GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Medium Tow</i>	Medium duty vehicles 11,001 - 33,000 GVWR and oversized vehicles such as an F-350 w/ dual wheels, etc.)	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Heavy Tow</i>	Heavy duty vehicles 33,001+ GVWR	Per vehicle towed	Billed at cost by subcontractor - see standard schedule
<i>Re-list / Re-run</i>	Fee for re-listing asset more than three (3) times due to any type of owner imposed bidding restriction	Per re-list of asset on 4 th or subsequent attempt	\$35 / re-list
<i>Owner Storage Fees</i>	Daily storage for assets stored and awaiting auction	Per day	\$8 / day
<i>Citizen Storage Fees</i>	Daily storage for release vehicles	Per day	\$15 / day
<i>De-identification</i>	De-identifying assets	Charged in 15 minute increments for the labor to de-identify	\$20 / quarter hour
<i>Decal Removal</i>	Removal of a decal	Charged in 15 minute increments for the labor to perform decal removal	\$20 / quarter hour; \$45 minimum charge per vehicle (\$45 maximum charge per vehicle for Light Duty Vehicles)

- (4) **Net Proceeds.** For each Impound Asset, the sum of Winning Bid and Citizen Payments less the sum of Success Fee, Tow & Miscellaneous Fees, Owner/Citizen Storage Fees and PP Costs equals Owner Net Proceeds.
4. **Modifications.** Contractor may, from time to time, modify Standard Fees & Services. To effect a fee change, Contractor will provide Owner advance written notice which will include an update to this Addendum.

<u>OWNER</u>	
Signature	_____
Name	Mark Morse
Title	BOCC Chair
Date	July 21st, 2026

<u>CONTRACTOR</u>	
Signature	 _____
Name	Aaron Thompson
Title	CEO
Date	05 / 20 / 2026

**Amendment to
Asset Disposition Services Agreement and Addendum**

This Amendment is to and made part of Yellowstone County's *Asset Disposition Services Agreement* dated July 21st, 2026 (the "Agreement") with PropertyRoom.com. In the event of a conflict between the provisions of the Agreement and this Amendment, the terms of this Amendment shall govern.

The Amendment is hereby modified as follows:

1. **Revise Section 3. Term and Termination first paragraph** as follows:

This Agreement shall commence on the Effective Date and shall continue for an initial term of one (1) year from the Effective Date. ~~and thereafter will automatically renew for consecutive one (1) year terms unless written notice of non-renewal is provided by either party to the other at least sixty (60) days prior to the expiration of the then current term.~~

No changes to 3.a, 3.b., or 3.c.

---NO ADDITIONAL REVISIONS---

~~strikethrough~~ = removed from original as requested by Agency

ORGANIZATION: Yellowstone County

By: _____

Date: July 21st, 2026

Signature / Printed Name & Title

Mark Morse

BOCC Chair

PROPERTYROOM.COM, INC.

By:  _____

Date: 05 / 20 / 2026

Aaron Thompson, CEO

B.O.C.C. Regular

5. d.

Meeting Date: 07/21/2026

Title: Drug Forfeiture - Equitable Sharing Agreement Report and Certification

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Drug Forfeiture - Equitable Sharing Agreement and Certification (ESAC) for FY26

BACKGROUND:

Annual reporting and certification in order to remain compliant and continue participating in the Department of Justice's asset forfeiture and equitable sharing program.

RECOMMENDED ACTION:

Approve.

Attachments

Drug Forfeiture - ESAC FY26



Equitable Sharing Agreement and Certification



NCIC/ORI/Tracking Number: MT0560000

Agency Name: Yellowstone County Sheriff's Office

Type: Sheriff's Office

Mailing Address: P.O. Box 35003
Billings, MT 59107

Agency Finance Contact

Name: Linder, Mike

Phone: 406-256-2929

Email: mlinder@yellowstonecountymt.gov

Jurisdiction Finance Contact

Name: Jones, Jennifer

Phone: 406-256-2816

Email: jjones@yellowstonecountymt.gov

ESAC Preparer

Name: Ullom, Anna

Phone: 406-256-2783

Email: aullom@yellowstonecountymt.gov

FY End Date: 06/30/2026

Agency FY 2027 Budget: \$40,901,267.00

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Fund Balance	\$223,007.31	\$90,285.29
2	Equitable Sharing Funds Received	\$5,290.97	\$0.00
3	Other Income	\$0.00	\$0.00
4	Interest Income	\$8,748.18	\$3,459.65
5	Total Equitable Sharing Funds Received (total of lines 2-4)	\$14,039.15	\$3,459.65
6	Equitable Sharing Funds Spent (total of lines a - n)	\$0.00	\$0.00
7	Ending Equitable Sharing Funds Balance (difference between line 6 and the sum of lines 1 and 5)	\$237,046.46	\$93,744.94

¹Department of Justice Asset Forfeiture Program Investigative Agency participants are: FBI, DEA, ATF, USPIS, USDA, DCIS, DSS, and FDA

²Department of the Treasury Asset Forfeiture Program participants are: IRS-CI, ICE, CBP and USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law Enforcement Administrative Costs	\$0.00	\$0.00
b	Training and Education	\$0.00	\$0.00
c	Law Enforcement, Public Safety, and Detention Facilities	\$0.00	\$0.00
d	Law Enforcement Equipment	\$0.00	\$0.00
e	Joint Law Enforcement and Public Safety Operations	\$0.00	\$0.00
f	Contracts for Services	\$0.00	\$0.00
g	Law Enforcement Travel and Per Diem	\$0.00	\$0.00
h	Law Enforcement Awards and Memorials	\$0.00	\$0.00
i	Drug, Gang, and Other Prevention or Awareness Programs	\$0.00	\$0.00
j	Overtime	\$0.00	\$0.00
k	Law Enforcement Initiatives that Further Investigations	\$0.00	\$0.00
l	Salaries	\$0.00	\$0.00
m	Non-Categorized Expenditures	\$0.00	\$0.00
	Total	\$0.00	\$0.00

Other Income

Other Income Type	Justice Funds	Treasury Funds

Salaries

Salary Type	Justice Funds	Treasury Funds

Non-Categorized Expenditures

Description	Justice Funds	Treasury Funds

Civil Rights Cases

Name of the Case	Type of Discrimination Alleged			
Chad Stone v. Mike Linder - CV 23-96	☐ Race	☐ Color	☐ National Origin	☐ Gender
	☒ Disability	☐ Age	☐ Other: _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Money Laundering and Asset Recovery Section at 1400 New York Avenue, N.W., Washington, DC 20005.

Privacy Act Notice

The Department of Justice is collecting this information for the purpose of reviewing your equitable sharing expenditures. Providing this information is voluntary; however, the information is necessary for your agency to maintain Program compliance. Information collected is covered by Department of Justice System of Records Notice, 71 Fed. Reg. 29170 (May 19, 2006), JMD-022 Department of Justice Consolidated Asset Tracking System (CATS). This information may be disclosed to contractors when necessary to accomplish an agency function, to law enforcement when there is a violation or potential violation of law, or in accordance with other published routine uses. For a complete list of routine uses, see the System of Records Notice as amended by subsequent publications.

Single Audit Information

Independent Auditor
Name: Tyler Bryant
Company: Junkermier, Clark, Campanella, Stevens, PC (JCCS)
Phone: 4064426901 **Email:** tyler.bryant@jccscpa.com

Were equitable sharing expenditures included on the Schedule of Expenditures of Federal Awards (SEFA) for the jurisdiction's Single Audit for the prior fiscal year? If the jurisdiction did not meet the threshold to have a Single Audit performed, select Threshold Not Met.

YES ☒ NO ☐ THRESHOLD NOT MET ☐

Prior Year Single Audit Number Assigned by Federal Audit Clearinghouse: 2025-06-GSAFAC-0000388798

Affidavit

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations under the *Guide to Equitable Sharing for State, Local, and Tribal Law Enforcement Agencies (Guide)* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. The undersigned officials certify that the information submitted on the Equitable Sharing Agreement and Certification form (ESAC) is an accurate accounting of funds received and spent by the Agency.

The undersigned certify that the Agency is in compliance with the applicable nondiscrimination requirements of the following laws and their Department of Justice implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations. Further, agencies are required to collect race and ethnicity data as required by 28 C.F.R. 42.106(b) and 31 C.F.R. 22.6(b).

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the Agency, and (3) the Agency's governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited funds, property, and any interest earned thereon, which are equitably shared with participating law enforcement agencies. By submitting this form, the Agency agrees that it will be bound by the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations. Submission of the ESAC is a prerequisite to receiving any funds or property through the Equitable Sharing Program.

1. Submission. The ESAC must be signed and electronically submitted within two months of the end of the Agency's fiscal year. Electronic submission constitutes submission to the Department of Justice and the Department of the Treasury.

2. Signatories. The ESAC must be signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, administrator, commissioner, and governor. The governing body head cannot be an official or employee of the Agency and must be from a separate entity.

3. Uses. Shared assets must be used for law enforcement purposes in accordance with the *Guide* and all subsequent updates, this Equitable Sharing Agreement, and the applicable sections of the Code of Federal Regulations.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must obtain written approval from the Department of Justice or Department of the Treasury. Transfers of tangible property are not permitted. Agencies that transfer or receive equitable sharing funds must perform sub-recipient monitoring in accordance with the Code of Federal Regulations.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury, funds from state and local forfeitures, joint law enforcement operations funds, and any other sources must not be commingled with federal equitable sharing funds.

The Agency certifies that equitable sharing funds are maintained by its jurisdiction and the funds are administered in the same manner as the jurisdiction's appropriated or general funds. The Agency further certifies that the funds are subject to the standard accounting requirements and practices employed by the Agency's jurisdiction in accordance with the requirements set forth in the *Guide*, any subsequent updates, and the Code of Federal Regulations, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of equitably shared funds or assets or supplantation of existing resources with shared funds or assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending equitably shared funds. Failure to comply with any provision of the *Guide*, any subsequent updates, and the Code of Federal Regulations may subject the Agency to sanctions.

6. Single Audit Report and Other Reviews. Audits shall be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Uniform Administrative Requirements, Costs Principles, and Audit Requirements for Federal Awards. The

Agency must report its equitable sharing expenditures on the jurisdiction's Schedule of Expenditures of Federal Awards (SEFA) under Assistance Listing Number 16.922 for Department of Justice and 21.016 for Department of the Treasury. The Department of Justice and the Department of the Treasury reserve the right to conduct audits or reviews.

7. Freedom of Information Act (FOIA). Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury. Agencies must follow local release of information policies.

8. Waste, Fraud, or Abuse. An Agency or governing body is required to immediately notify the Department of Justice's Money Laundering and Asset Recovery Section and the Department of the Treasury's Executive Office for Asset Forfeiture of any allegations or theft, fraud, waste, or abuse involving federal equitable sharing funds.

Civil Rights Cases

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above?

☒ Yes ☐ No

Agency Head

Name: Linder, Mike

Title: Sheriff

Email: mlinder@yellowstonecountymt.gov

Signature:  Date: 7-15-26

To the best of my knowledge and belief, the information provided on this ESAC is true and accurate and has been reviewed and authorized by the Law Enforcement Agency Head whose name appears above. Entry of the Agency Head name above indicates his/her agreement to abide by the Guide, any subsequent updates, and the Code of Federal Regulations, including ensuring permissibility of expenditures and following all required procurement policies and procedures.

Governing Body Head

Name: Morse, Mark

Title: Chairman- County Commissioners

Email: mmorse@yellowstonecountymt.gov

Signature: _____ Date: _____

To the best of my knowledge and belief, the Agency's current fiscal year budget reported on this ESAC is true and accurate and the Governing Body Head whose name appears above certifies that the agency's budget has not been supplanted as a result of receiving equitable sharing funds. Entry of the Governing Body Head name above indicates his/her agreement to abide by the policies and procedures set forth in the Guide, any subsequent updates, and the Code of Federal Regulations.

☐ I certify that I have obtained approval from and I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

B.O.C.C. Regular

5. e.

Meeting Date: 07/21/2026

Title: Finance Contract - River Ridge Landscaping Company - Ostlund Building Landscaping

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Finance Contract - River Ridge Landscape Company - Ostlund Building Landscaping

BACKGROUND:

The Finance department is requesting Commissioners' approval for a contract with River Ridge Landscape Company to provide topsoil, rock, plants and an irrigation system for the landscape beds surrounding the Ostlund Building parking lot. Total contract price is \$49,900.00. There are sufficient funds in the project budget to cover the cost.

RECOMMENDED ACTION:

Sign contract and return a copy to Finance.

Attachments

OB Landscaping Contract

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and River Ridge Landscape Company, herein referred to as "CONTRACTOR", whose address is 3223 River Road, Laurel, MT 59044.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide all labor and material to install topsoil, rock, plants and an irrigation system around the exterior of the Ostlund Building parking lot base on CONTRACTOR's proposal dated July 16th, 2026.

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.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$49,900.00. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's proposal dated, July 16th, 2026

3. **CONTRACTOR's certificate of insurance and workers compensation coverage**

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 seven hundred and fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million five hundred thousand dollars (\$1,500,000.00) 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 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 Montana Prevailing Wage Rates 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.

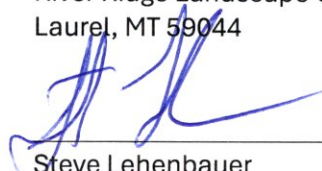
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective July 21st, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
River Ridge Landscape Company
Laurel, MT 59044

Mark Morse, Chair
Board of County Commissioners



Steve Lehenbauer
Owner

7-18-2026

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

5. f.

Meeting Date: 07/21/2026

Title: RSID 924M Fox Field Dry Hydrant

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 26-89 to Create RSID 924M to Maintain the Dry Hydrant in Fox Field Subdivision

BACKGROUND:

Dry Hydrant RSID 924M for Fox Field Subdivision. 4 lots @ 25.00/yr (each) subject to change. (\$100 total)

RECOMMENDED ACTION:

Approve

Attachments

26-89 Fox Field Dry Hydrant

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26- 89

Resolution to Create Yellowstone County Rural Special Improvement District No. 924M

WHEREAS, pursuant to Sections 7-12-2101 through 7-12-2113 of the Montana Code Annotated, a board of county commissioners has the authority to create a rural special improvement district to maintain public improvements such as roads, dry hydrants and parks. Typically, to create a district, a board should pass a resolution of intent, set a public hearing, provide notice of the public hearing, receive protests, hold a public hearing, consider protests and pass a resolution that either creates or does not create the district.

WHEREAS, pursuant to Sections 7-12-2102(2)(a), 7-12-2105(4) and 7-12-2113(2)(d) of the Montana Code Annotated, when all the landowners in a proposed district consent to the creation of a district, the board does not have to hold a public hearing. The board can create a district with the passage of a resolution.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition from Robert and Roberta Fox, the developer of Fox Field Subdivision in Yellowstone County to create a rural special improvement district to maintain the dry hydrant in Fox Field Subdivision. Robert and Roberta Fox own all the land in the Subdivision. Attached as Exhibit 1 is the petition

Below is a summary of the specifics of the District:

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 924M
District Location:	Parcels in Fox Field Subdivision
District Parcels:	4 parcels
District Activities:	Maintain dry hydrant in Fox Field Subdivision
District Costs:	\$100 Estimated Cost per lot per year for 4 lots, Subject to Change
District Assessment Method:	Per Parcel/Lot
District Assessment:	\$100 Annual District Assessment, Subject to Change
District Duration:	Indefinite

Attached as Exhibit 1 is the petition for the district including the details of the District such as name, location, map, parcels, property owners, activities, costs, assessment method, assessment and engineer. The costs for the District and the assessment for the District will likely increase over time. The Board can annually adjust the assessment.

WHEREAS, the Yellowstone County Board of County Commissioners received a petition to create a rural special improvement district to maintain the dry hydrant in Fox Field Subdivision. The Board reviewed the petition. The petition appears legally sufficient. The Board believes it would be in the best interest of the public to create the District. All the landowners in the Subdivision consented to the creation of the District. Because all the landowners consent to the creation of the District, the Board does not have to hold a public hearing to create the District.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates Rural Special Improvement District No. 924M to maintain the dry hydrant in Fox Field Subdivision. The specifics of the District are contained in the petition attached to this Resolution. The Board's assessment for the District will appear on the property owners 2026 tax statement.

Passed and Adopted on the 21st day of July 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

Michael J Waters, Member

ATTEST:

Chris White, Member

Jeff Martin, Clerk and Recorder

**PETITION PROCEDURE TO CREATE A RURAL SPECIAL
IMPROVEMENT DISTRICT (RSID) UNDER SECTION 7-12-2101 M.C.A.**

GENERAL: The Board of County Commissioners is authorized and empowered to order and create special improvement districts whenever the public interest or convenience may require (7-12-2102 M.C.A.). The purpose of a Rural Special Improvement District is to provide funding for improvements and maintenance of pre-existing improvements including, but not limited to streets (avenues, highways, lanes, alleys, crossings or intersections, courts, and places which have been dedicated and accepted according to the law or in common and undisputed use by the public for a period of not less than 5 years next preceding), ditches, bridges, culverts, curbs, gutters, sewers, and waterworks. A Petition to Create a Rural Special Improvement District must have the consent of at least 60% of the land owners located in the proposed District.

1. Obtain a petition packet from the Yellowstone County Public Works Department located in Room 312 of the County Courthouse. Each packet contains all the necessary documents to be filled out. Read the petition procedure carefully. If you have any questions or need clarification about the petition procedure, please contact the Public Works Department at (406) 256-2735. Incomplete or inaccurate petitions will cause delays in the petition process.
2. Complete the cover sheet of the Petition to Establish a Rural Special Improvement District. Include the date submitted and the name, address, phone number and signature of the petitioner.
3. Provide 2 maps detailing the Rural Special Improvement District. Darken and/or highlight the map to clearly identify the District boundary (Section A).

The proposed District boundary could be shown on the following:

- a) Subdivision Plat
- b) Certificate of Survey
- c) Assessor Map

These maps are available at the Clerk and Records Office (4th Floor of the County Courthouse) or the Assessors Office (1st floor of the County Courthouse).

4. Provide legal descriptions of the property within the proposed District (Section B).
Example:

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

COVER SHEET

TO: YELLOWSTONE COUNTY BOARD OF COMMISSIONERS

This petition is respectfully submitted this 17th day of March 2026.

Petitioner/Initiator (and/or) Contact Person:

NAME: Robert Fox and Roberta Fox

ADDRESS: 4900 Lori Rae Lane, Park City, MT 59044

PHONE NO: (406) 670-5161

I swear that all of the information presented in this petition is true and correct and the landowner's signatures (Section F) are the original true and consenting landowners.

Roberta Fox
Petitioner's Signature

3/13/26
Date

Robert Fox
Petitioner's Signature

3/13/26
Date



**STG DATE DOWN ENDORSEMENT
ATTACHED TO POLICY NUMBER G-2222-98879**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2650449

Charge: \$0.00

1. Schedule A of the above policy is hereby amended in the following particulars:

(a) The effective Date of Policy is hereby extended to November 24, 2025

2. Schedule B of the above policy is hereby amended in the following particulars:

(a) The following numbered exceptions are hereby deleted: #1 & 8

(b) The following numbered exceptions are hereby added: #1

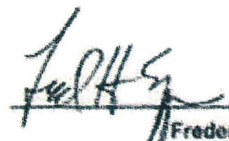
General and special taxes and assessments for the year 2026, which are a lien, not yet computed or payable.

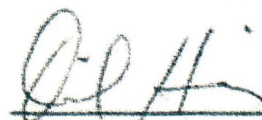
General and special taxes and assessments for the year 2025, first half due November 30, 2025 and PAID in the amount of \$2,066.97. Second half due May 31, 2026 and payable in the amount of \$2,066.97. Tax Code No. D02457. (NOTE: 2024 Taxes PAID in the amount of \$2,688.02.)

This endorsement is made a part of the policy and is subject to all of the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.


Stewart Title Company
223 Shiloh Road Ste 10
Billings, MT 59106




Frederick H. Eppinger
President and CEO


David Hisey
Secretary



CLTA GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY
A CORPORATION, HEREIN CALLED THE COMPANY

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE LIMITS OF LIABILITY AND OTHER PROVISIONS OF THE CONDITIONS AND STIPULATIONS HERETO ANNEXED AND MADE A PART OF THIS GUARANTEE, AND SUBJECT TO THE FURTHER EXCLUSION AND LIMITATION THAT NO GUARANTEE IS GIVEN NOR LIABILITY ASSUMED WITH RESPECT TO THE IDENTITY OF ANY PARTY NAMED OR REFERRED TO IN SCHEDULE A OR WITH RESPECT TO THE VALIDITY, LEGAL EFFECT OR PRIORITY OF ANY MATTER SHOWN THEREIN.

GUARANTEES

the Assured named in Schedule A against actual monetary loss or damage not exceeding the liability amount stated in Schedule A which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

A handwritten signature in cursive script, reading 'Nicole Buckingham', positioned above a horizontal line.

Authorized Countersignature
Stewart Title Company
223 Shiloh Road Ste 10
Billings, MT 59106



A handwritten signature in cursive script, reading 'Frederick H. Eppinger', positioned above a horizontal line.

Frederick H. Eppinger
President and CEO

A handwritten signature in cursive script, reading 'David Hisey', positioned above a horizontal line.

David Hisey
Secretary

For coverage information or assistance resolving a complaint, call (800) 729-1902 or visit www.stewart.com. To make a claim, furnish written notice in accordance with Section 3 of the Conditions.

GUARANTEE CONDITIONS AND STIPULATIONS

1. **Definition of Terms** – The following terms when used in this Guarantee mean:
 - (a) "the Assured": the party or parties named as the Assured in this Guarantee, or on a supplemental writing executed by the Company.
 - (b) "land": the land described or referred to in Schedule (A)(C) or in Part 2, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule (A)(C) or in Part 2, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
 - (c) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.
 - (d) "public records": records established under state statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
 - (e) "date": the effective date;
2. **Exclusions from Coverage of this Guarantee** – The Company assumes no liability for loss or damage by reason of the following:
 - (a) Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
 - (b) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water: whether or not the matters excluded by (1), (2) or (3) are shown by the public records.
 - (c) Assurances to title to any property beyond the lines of the land expressly described in the description set forth in Schedule (A)(C) or in Part 2 of this Guarantee, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
 - (d) (1) Defects, liens, encumbrances, or adverse claims against the title, if assurances are provided as to such title, and as limited by such assurances. (2) Defects, liens, encumbrances, adverse claims or other matters (a) whether or not shown by the public records, and which are created, suffered or agreed to by one or more of the Assureds; (b) which result in no loss to the Assured; or (c) which do not result in the invalidity or potential invalidity of any judicial or non-judicial proceeding which is within the scope and purpose of assurances provided.
3. **Notice of Claims to be Given by Assured Claimant** – An Assured shall notify the Company promptly in writing in case knowledge shall come to an Assured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as stated herein, and which might cause loss or damage for which the Company may be liable by virtue of this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required, provided, however, that failure to notify the Company shall in no case prejudice the rights of any Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.
4. **No Duty to Defend or Prosecute** – The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.
5. **Company's Option to Defend or Prosecute Actions; Duty of Assured Claimant to Cooperate** – Even though the Company has no duty to defend or prosecute as set forth in Paragraph 4 above:
 - (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in (b), or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured, or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
 - (b) If the Company elects to exercise its option as stated in Paragraph 5(a) the Company shall have the right to select counsel of its choice (subject to the right of such Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
 - (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
 - (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, an Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such Assured for this purpose. Whenever requested by the Company, an Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as stated herein, or to establish the lien rights of the Assured. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

Exhibit 1

6. **Proof of Loss or Damage** – In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided to the Company, a proof of loss or damage signed and sworn to by the Assured shall be furnished to the Company within ninety (90) days after the Assured shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the matters covered by this Guarantee which constitute the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the Assured to provide the required proof of loss or damage, the Company's obligation to such Assured under the Guarantee shall terminate. In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.
7. **Options to Pay or Otherwise Settle Claims; Termination of Liability** – In case of a claim under this Guarantee, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Liability or to Purchase the Indebtedness.
- The Company shall have the option to pay or settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Guarantee, or to pay the full amount of this Guarantee or, if this Guarantee is issued for the benefit of a holder of a mortgage or a lienholder, the Company shall have the option to purchase the indebtedness secured by said mortgage or said lien for the amount owing thereon, together with any costs, reasonable attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of purchase.
- Such Purchase, payment or tender of payment of the full amount of the Guarantee shall terminate all liability of the Company hereunder. In the event after notice of claim has been given to the Company by the Assured the Company offers to purchase said indebtedness, the owner of the indebtedness shall transfer and assign said indebtedness, together with any collateral security, to the Company upon payment of the purchase price.
- Upon the exercise by the Company of the option provided for in Paragraph (a) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its option under Paragraph 5, and the Guarantee shall be surrendered to the Company for cancellation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Assured or With the Assured Claimant.
- To Pay or otherwise settle with other parties for or in the name of an Assured claimant any claim assured against under this Guarantee, together with any costs, attorneys' fees and expenses incurred by the Assured claimant which were authorized by the Company up to the time of payment and which the Company is obligated to pay.
- Upon the exercise by the Company of the option provided for in Paragraph (b) the Company's obligation to the Assured under this Guarantee for the claimed loss or damage, other than to make the payment required in that paragraph, shall terminate, including any obligation to continue the defense or prosecution of any litigation for which the Company has exercised its options under Paragraph 5.
8. **Determination and Extent of Liability** – This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in this Guarantee and only to the extent herein described, and subject to the exclusions stated in Paragraph 2. The liability of the Company under this Guarantee to the Assured shall not exceed the least of:
- (a) the amount of liability stated in Schedule A;
- (b) the amount of the unpaid principal indebtedness secured by the mortgage of an Assured mortgagee, as limited or provided under Section 7 of these Conditions and Stipulations or as reduced under Section 10 of these Conditions and Stipulations, at the time the loss or damage assured against by this Guarantee occurs, together with interest thereon; or
- (c) the difference between the value of the estate or interest covered hereby as stated herein and the value of the estate or interest subject to any defect, lien or encumbrance assured against by this Guarantee.
9. **Limitation of Liability** –
- (a) If the Company establishes the title or removes the alleged defect, lien or encumbrance, or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (b) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title, as stated herein.

Exhibit 1

- (c) The Company shall not be liable for loss or damage to any Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.
- 10. Reduction of Liability or Termination of Liability** – All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to paragraph 5 shall reduce the amount of liability pro tanto.
- 11. Payment of Loss –**
- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within thirty (30) days thereafter.
- 12. Subrogation Upon Payment or Settlement** – Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.
- The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the assured in any transaction or litigation involving these rights or remedies.
- If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest and costs of collection.
- 13. Arbitration** – Unless prohibited by applicable law, either the Company or the Assured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provisions or other obligation. All arbitrable matters when the Amount of Liability is \$1,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$1,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. The Rules in effect at Date of Guarantee shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permits a court to award attorneys' fees to a prevailing party. Judgement upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules. A copy of the Rules may be obtained from the Company upon request.
- 14. Liability Limited to This Guarantee; Guarantee Entire Contract –**
- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.
- 15. Notices, Where Sent** – All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at P.O. Box 2029, Houston, Texas 77252-2029.

**SUBDIVISION GUARANTEE
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 2650449

Guarantee No.: G-2222-98879

Date of Guarantee: May 28, 2025 at 5:00 P.M.

Liability: \$1,000.00

Premium: \$75.00

A. Assured:

Essex Surveying

B. Assurances:

1. Description of the land:

SEE EXHIBIT "A" ATTACHED HERETO

2. Name of Proposed Subdivision Plat or Condominium Map:

Fox Field Subdivision

3. That the only hereafter named parties appear to have an interest showing in the public records affecting the land necessitating their execution of the name proposed plat or map area as follows:

Roberta Fox and Robert Fox

**SUBDIVISION GUARANTEE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File Number: 2650449

Guarantee No.: G-2222-98879

That part of the SW1/4 of Section 15, Township 2 South, Range 23 East, PMM, described as Tract 1A of Amended Tract 1 of Certificate of Survey No. 3855, according to the official plat on file in the office of the Clerk and Recorder of Yellowstone County, Montana, under Document No. 4067906.

Exhibit 1

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Order Number: 2650449

Guarantee No.: G-2222-98879

SUBJECT TO:

1. General and special taxes and assessments for the year 2025, which are a lien, not yet computed or payable.

General and special taxes and assessments for the year 2024, first half due November 30, 2024 and PAID in the amount of \$1,344.02. Second half due May 31, 2025 and PAID in the amount of \$1,344.00. Tax Code No. D02457. (NOTE: 2023 Taxes PAID in the amount of \$526.33.)
2. Easement granted to Yellowstone Valley Electrification Association, recorded March 11, 1939 in Book 210, Page 208, under Document No. 336241.
3. Easement granted to Cove Ditch Company by Final Order of Condemnation, recorded September 22, 1919 in Book 3 Orders and Decrees, Page 347, under Document No. 126100.
4. Grant of Easement, recorded February 26, 2020, under Document No. 3912503.
5. Easements, notes, covenants, restrictions and rights-of-way as set forth on the Plat of Certificate of Survey No. 3855, recorded under Document No. 4067906.
6. Declaration of Homestead executed by Robert Leroy Fox and Roberta Fox, and recorded on January 14, 2011, under Document No. 3576904.
7. A Deed of Trust to secure an indebtedness of \$318,500.00, and any other amounts payable under the terms thereof, recorded September 11, 2024, under Document No. 4085083, of official records.

Dated: September 6, 2024
Grantor: Roberta Fox and Robert Fox
Trustee: First Montana Title Co Billings
Beneficiary: Altana Federal Credit Union
8. A Revolving Credit Deed of Trust to secure an indebtedness of \$25,000.00, and any other amounts payable under the terms thereof, recorded September 11, 2024, under Document No. 4085084, of official records.

Dated: September 6, 2024
Grantor: Roberta Fox and Robert Fox
Trustee: Flying S Title & Escrow
Beneficiary: Altana Federal Credit Union
9. A Deed of Trust to secure an indebtedness of \$45,000.00, and any other amounts payable under the terms thereof, recorded May 23, 2025, under Document No. 4103235, of official records.

SUBDIVISION GUARANTEE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Dated: May 14, 2025
Grantor: Roberta Fox and Robert Fox
Trustee: Flying S Title & Escrow
Beneficiary: Altana Federal Credit Union

NOTE: Chain of Title

As an accommodation and not part of this commitment, no liability is assumed by noting the following conveyance describing all or part of the subject property by which the Vesteers have acquired title:

Warranty Deed recorded September 11, 2024, under Document No. 4085082.

NOTE: Public Records Search

We have examined the Judgment and Income Tax Lien records in the office of the Clerk and Recorder and the Clerk of Court for Yellowstone County, Montana and find no judgments or liens affecting the real property herein, or the proposed Buyers, other than as excepted in Schedule B.

Survey/Plat, when recorded, must be in compliance with the provisions of the Montana Subdivision and Platting Act, 1973, (Sections 76-3-101 M.C.A. through 76-3-614 M.C.A.) and the regulations adopted pursuant thereto.

Easements, conditions and restrictions as disclosed or to be disclosed on proposed Survey/Plat to be recorded prior to or as part of this transaction.

**STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE**

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Effective Date: January 1, 2020

Updated: August 24, 2023

**STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS**

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice** ("CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal Information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial Information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION A

MAPS OF RURAL SPECIAL IMPROVEMENT DISTRICT BOUNDARY (ATTACHED)

CERTIFICATE OF RIVERSTONE HEALTH
This document has been reviewed by the County Health
Department and is DATED 30 15 1911.

Signed this _____ day of _____ 1911.
Attest and Sign _____

COUNTY ATTORNEY APPROVAL
This document has been reviewed by the
County Attorney's Office.

BASIS OF BEARING

GEODIC NORTH: OBSERVED AT
THE CENTER 1/4 CORNER OF
SECTION 15 SHOWN HEREIN

0' 40' 80' 160'

SCALE 1" = 80'

SURVEYED: JANUARY, 1925

SURVEYED FOR:	SURVEYED BY:	OWNER'S CERTIFICATION AND PROPERTY DESCRIPTION
INDOOR AND OUTDOOR AIR	INDOOR SURVEY, LLC 39 JONATHAN LANE 4601 LOCUST, MT. SUGAR 74061-9600-5041	

OWNER'S CERTIFICATION AND PROPERTY DESCRIPTION

2
 Copies of "revelation"

LOTS 1, 2, 3 AND 4 OF THE PLAT OF FOX FIELD SUBDIVISION

The independent, for-profit directors, with off-duty companies, no such are during the scheduled for business low, and cable television companies, to control the use of business equipment, repair and removal of their own cars, video, and access the great technology to the end of a "utility service" is how and how to use.

nearest city = Oxnard

1000

County of Delaware)
 ss. I, the undersigned, a Notary Public for the State of Delaware,
 do hereby certify that the foregoing is a true and correct copy of the
 original as the same appears in the records of the County of Delaware.

Chapter 2, Article for the Safety of Mountains

CERTIFICATE OF SURVIVOR

SITE OF MOUNTING	7	20
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3. Zareen Z. Durr, a licensed and sworn, Montana license no. A0000000, do hereby certify that the survey, when on the attached plat of lots 1, 2, 3 and 4 of the part of R00 E01N00W00SW00NW00 was performed by the following firm on or about April 2000, in accordance with the Montana Surveying and Mapping Act 76, Chapter 1, MCA and that said survey is true and correct as stated and that the measurements found and set out in the

[illegible][illegible]

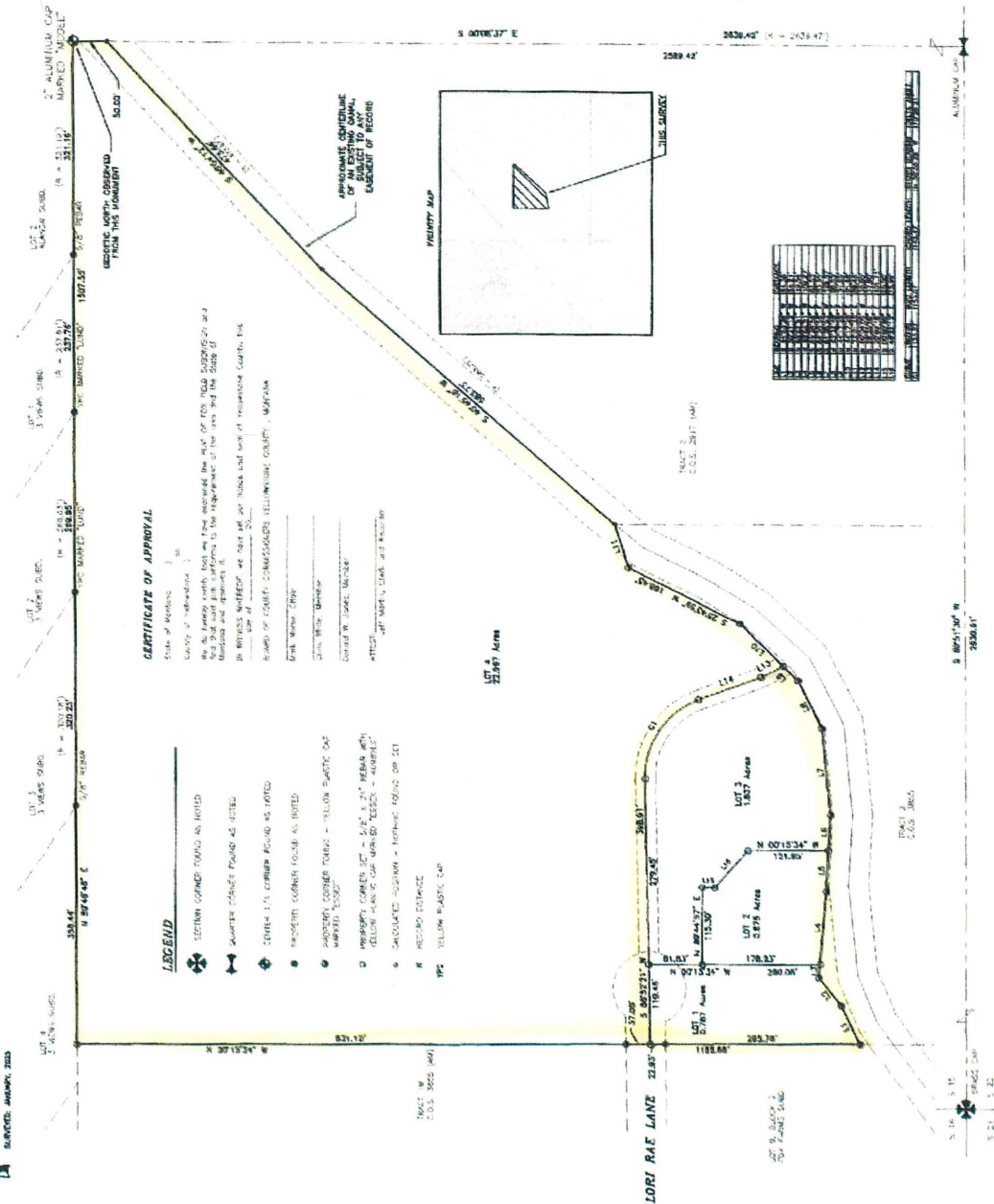
Doyle and
© 2007 by The McGraw-Hill Companies, Inc.

COUNTRY FURNISHING'S CONTRIBUTION TO PAY DAYMENTS

I hereby certify, furnished in 78-5-207(2)(c) M.C.A., that all the property, items and special circumstances noted on the card contained above have been paid.

2019

CLERK AND RECORDS FILING INFORMATION



PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION B

LEGAL DESCRIPTIONS

PROPERTY LEGAL DESCRIPTIONS

Located in a Portion of the SW ¼, Sec 15, T2S, R23E, P.M.M Yellowstone County, Montana

Fox Field Subdivision

Sec 15, T2S, R23E Yellowstone County, MT Fox Farms Subdivision

The RSID will be created for Fox Field Subdivision and then expanded to include Fox Farms Subdivision as benefited parcels.

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION C

ESTIMATED ANNUAL MAINTENANCE COST

FALL MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

WINTER MAINTENANCE:

ACTIVITY	ESTIMATED COST
	\$
	\$

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)**SECTION D****SPRING MAINTENANCE:**

ACTIVITY	ESTIMATED COST
	\$
	\$

SUMMER MAINTENANCE:

ACTIVITY	ESTIMATED COST
Routine maintenance of Dry Fire Hydrants	\$ 25/year/lot
	\$

TOTAL ESTIMATED ANNUAL MAINTENANCE COST: _____

METHOD OF ASSESSMENT**CHOOSE A METHOD OF ASSESSMENT:**

☐	Square Footage
☒	Equal Amount Assessment Spread Equally Between Lots. Fox Field and Fox Farms Subdivisions (18 Lots total)
☐	Front Footage

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION E

☐

Other (Describe)

**PROPOSED RURAL SPECIAL IMPROVEMENT DISTRICT RECOMMENDATIONS
FOR AD HOC COMMITTEE**

NAME

TELEPHONE NUMBER

1. _____ (Chairman)

Printed Name

Signature

2.

Printed Name

Signature

3.

Printed Name

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION F

Signature

4.

Printed Name

Signature

5.

Printed Name

Signature

PETITION TO ESTABLISH A RURA16 SPECIAL IMPROVEMENT DISTRICT (RSID)

SECTION G

**CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL
IMPROVEMENT DISTRICT**

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION OWNER (PRINTED NAME) OWNER SIGNATURE **FAVORIN**
OPPOSED

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

Page 1 of 2

SECTION F (Continued)

**CONSENT OF PROPERTY OWNERS IN PROPOSED RURAL SPECIAL
IMPROVEMENT DISTRICT**

WE, THE UNDERSIGNED property owners, hereby provide the following information for consideration in the possible creation of an RSID. It is our understanding that if support exists for the RSID, information will be provided to the County and a public hearing scheduled regarding the creation of this district. Following the public hearing, the County Commissioners shall take action on whether or not to create the district. Should the County Commissioners create the district, WE, as property owners, understand that we shall bear the costs of the district as formally approved by the County Commissioners.

PROPERTY LEGAL DESCRIPTION OWNER (PRINTED NAME) OWNER SIGNATURE

OPPOSED

FAVORIN

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

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Page 2 of 2

Section F

SECTION G
OWNERSHIP REPORT (ATTACHED)

Exhibit 1

PETITION TO ESTABLISH A RURAL SPECIAL IMPROVEMENT DISTRICT (RSID)

Section G

Page 1 of 1

B.O.C.C. Regular

5. g.

Meeting Date: 07/21/2026

Title: Facilities Contract - Automated Maintenance Services, Inc. - Janitorial Services

Submitted For: Matt Kessler, Purchasing Agent

Submitted By: Matt Kessler, Purchasing Agent

TOPIC:

Facilities Contract - Automated Maintenance Services, Inc. - Janitorial Services

BACKGROUND:

The Facilities Department is requesting Commissioners' approval for a contract with Automated Maintenance Services, Inc. to provide janitorial services for the Courthouse, Sheriff's Office, Briefing & Training Building and the Elections Center. The contract term is for 3 years with an optional 2 year extension to be agreed upon by both parties.

RECOMMENDED ACTION:

Sign contract and return a copy to Finance.

Attachments

AMS Contract - Janitorial Services

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Automated Maintenance Services, Inc., herein referred to as "CONTRACTOR", whose address is 408 3rd St N, Fargo, ND 58102.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to provide all labor and equipment to provide janitorial services for the following Yellowstone County buildings:

Yellowstone County Courthouse
217 North 27th Street
Billings, MT 59101

Yellowstone County Sheriff's Office
2323 2nd Ave North
Billings, MT 59101

Sheriff's Office Briefing and Training Building
3165 King Avenue East
Billings, MT 59101

Yellowstone County Elections Center
308 6th Ave North
Billings, MT 59101

Please see exhibit A detailing services and frequency for each building.

Floors 1 through 3 of the Yellowstone County Courthouse are currently under construction and will not require janitorial services until those floors are occupied by County employees. An addendum will be added to this contract as County employees occupy each floor to adjust the monthly price to reflect the work being done.

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 on August 1st, 2026. The contract shall be in effect for an initial period of three (3) years. An optional renewal period of two (2) years will be available if both COUNTY and CONTRACTOR agree for a total possible contract term of five (5) years.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a monthly fee for each building reflected below.

Yellowstone County Courthouse - \$12,415.00 monthly, \$148,980.00 annually.

Yellowstone County Sheriff's Office - \$2,990.00 monthly, \$35,880.00 annually.

Sheriff's Office Briefing and Training Building - \$533.00 monthly, \$6,396.00 annually.

Yellowstone County Elections Center - \$745.00 monthly, \$8,940.00 annually.

After each twelve (12) month period, there will be a 3% increase in the monthly price.

CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. 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 proposal dated,
3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. COUNTY's Request for Proposals

7. 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.

8. 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 seven hundred and fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million, five hundred thousand dollars (\$1,500,000.00) 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.

9. 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.

10. 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.

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

12. 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 Montana Prevailing Wage Rates 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 services begin through completion. Certified payrolls must be numbered sequentially and submitted on a monthly basis whether or not work was performed. If no work was performed, CONTRACTOR shall note this on the payroll.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

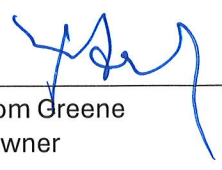
In witness whereof, COUNTY and CONTRACTOR have signed this Contract in duplicate. One counterpart each will be delivered to COUNTY and CONTRACTOR. All portions of the Contract Documents have been signed, initialed or identified by COUNTY and CONTRACTOR.

This Contract will be effective July 21st, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Automated Maintenance Services, Inc.
Fargo, ND 58102

Mark Morse, Chair
Board of County Commissioners



Tom Greene
Owner

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Sheriff's Office - 3 Appointments, 3 Salary & Other; **Detention Facility** - 1 Appointment, 1 Salary & Other; **Treasurer** - 1 Termination; **IT** - 2 Salary & Other; **Elections** - 1 Termination

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Employer logo

Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

JUL 15 2026

Employee Information

Employee
Reese Overstreet

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202600420	Full-Time Regular
Person ID	Job Class	Pay Rate
41192640	Deputy Sheriff (Patrol) (MCA)	\$35.00
Department	Job Class#	HireDate
Sheriff's Office	5045	8/17/26

Division
Sheriff Patrol

Comments

Funding: 2300.132.420150.111 @ 100 %
replaces: Anderson

Approvals

HUMAN RESOURCES	Kevin Gillen	7/15/26 8:05 AM
FINANCE	JENNIFER JONES	7/15/26 8:11 AM

Commissioners Action
Approve Disapprove

Chair	<u>KK</u>	_____
Member	<u>MTW</u>	_____
Member	<u>AL</u>	_____



Yellowstone County Commissioners
RECEIVED

Hire/Personnel Action Form

JUL 15 2026

Employee Information

Employee
Preston Herzog

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202600393	Full-Time Regular
Person ID 67693661	Job Class Detention Officer (D)	Pay Rate \$30.00
Department Sheriff's Office	Job Class# 5090	HireDate 7/20/26

Comments

Funding:2300.136.420200.111 @100%
replaces: Spint

Approvals

HUMAN RESOURCES	Kevin Gillen	7/15/26 8:05 AM
FINANCE	JENNIFER JONES	7/15/26 8:11 AM

Commissioners Action
Approve Disapprove

Chair	<u>My</u>	_____
Member	<u>MD</u>	_____
Member	<u>RD</u>	_____



Yellowstone County Commissioners
RECEIVED

JUL 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Aaron Schlichting

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202600435	Full-Time Regular
Person ID	Job Class	Pay Rate
56129956	Deputy Sheriff (Patrol) (MCA)	\$35.00
Department	Job Class#	HireDate
Sheriff's Office	5045	8/16/26

Division
Sheriff Patrol

Comments

2300.132.420150.11
transfer from Detention
replaces: Potter

Approvals

HUMAN RESOURCES

Kevin Gillen
7/14/26 8:24
AM

FINANCE

JENNIFER
JONES
7/14/26 9:44
AM

Commissioners Action
Approve Disapprove

Chair

AK

Member

AK

Member

AK



Yellowstone County Commissioners
RECEIVED

JUL 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Micah Rich

Hire Information

Position Details	Hire Req#	Job Type
Deputy Sheriff (Patrol) (MCA) (5045)	202600390	Full-Time Regular
Person ID	Job Class	Pay Rate
56505853	Deputy Sheriff (Patrol) (MCA)	\$35.00
Department	Job Class#	HireDate
Sheriff's Office	5045	8/17/26
Division		
Sheriff Patrol		

Comments

Funding:2300.132.420150.111 @100%
replaces: Kimmel

Approvals

HUMAN RESOURCES	Kevin Gillen	7/14/26 8:25 AM
FINANCE	JENNIFER JONES	7/14/26 9:45 AM

Commissioners Action
Approve Disapprove

Chair	<u>HR</u>	_____
Member	<u>JAN</u>	_____
Member	<u>R</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 15 2026

Section 1

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

Name: James Lee Effective Date: 07/01/2026
 Current Title: Detention Officer/ FTO Gr. Salary \$ 31.80
 Title Change: Detention Officer Gr. Salary \$ 30.90 5421

Check as Applicable:

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

Other: remove FTO XX Reclassification:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
 Percent Split Account

[Signature] 07/08/2026
 Elected Official/Department Head Date

Section 2

Human Resources:

Note: Ken Kelly 7-10-26 Date
 Director

H.R. Comments:

Commissioner's Action
 Approve Disapprove

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

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 15 2026

Section 1

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

Name: Jennifer Bryan Effective Date: 7/15/26
Current Title: Tax Supervisor Gr. F Salary \$ 25.63
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Funding: 1000 - 113 - 410540 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Hank Patton 7/10/26
Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: Ken Glick 7/10/26 Note: Jennifer Bryan 7.15.26
Director _____ Director _____
H.R. Comments: _____ Commissioner's Action _____
Approve _____ Disapprove _____

Chair my _____
Member my _____
Member my _____

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2026

Section 1

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

Name: Chenoa Louie Effective Date: 7/1/26
Current Title: Dep Sheriff Gr. Salary \$ 32.23
Title Change: Dep Sheriff/ Diff Gr. Salary \$ 33.13 FY 27

Check as Applicable:

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

Other: add Diff XX Reclassification:

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

Elected Official/Department Head Date 07/06/2026

Section 2

Human Resources: Finance:

Note: Ken Allen 7-8-26 7-9-26
Director Date Director Date

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

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

Department - goldenrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2026

Section 1

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

Name: Tyler Helmbrecht Effective Date: July 1, 2026 25 Days
Current Title: IT Computer Support Specialist Gr. E Salary \$ 25.81 / + 590
Title Change: _____ Gr. _____ Salary \$ 27.10 add

Check as Applicable:

Regular Full Time: _____
Regular Part Time: _____

Temp Full Time: _____
Temp Part Time: _____

Seasonal Hire: _____

Replaces position
Name Konstantine Rutherford
New Budgeted Position
5% Temporary Additional
Other: Duties X

Funding: 1000 - 115 - 410580 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Elected Official/Department Head

Section 2

Human Resources:

Note: _____
Tom Allen 7-6-26
Director Date

H.R. Comments:

Finance:

Note: _____
Paul Garner 7.9.26
Director Date

Commissioner's Action
Approve _____ Disapprove _____

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

Chair MY
Member MTN
Member CH

JUL 09 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Kirstie Bromenshiek Effective Date: 6/18/2026
Current Title: Elections Clerk Gr. _____ Salary \$ 20³²
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Funding: 1060 - 104 - 410600 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Ann Kelly _____ Date 6/30/26
Elected Official/Department Head

Section 2

Human Resources:

Finance:

Note: _____
Sam Sella 7-6-26 _____
Director Date
H.R. Comments: _____
Commissioner's Action
Approve _____ Disapprove _____

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

revised 02/13

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2026

Section 1

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

Name: Jerrod Montelongo Effective Date: July 1, 2026 25 Days
Current Title: Network System Specialist Gr. GS Salary \$ 29.49/ + 590
Title Change: _____ Gr. _____ Salary \$ 30.96 addt.

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name Constantine Rutherford Reclassification: _____
New Budgeted Position _____
59% Temporary Additional X
Other: Duties

Funding: 1000 - 115 - 410580 - 111 Percent 100% New Account _____
Percent _____ Split Account _____
Jerrod Montelongo 6/30/26
Elected Official/Department Head Date

Section 2

Human Resources: _____ Finance: _____
Note: _____ Note: _____
Jerrod Montelongo 7-9-26
Director Date
H.R. Comments: _____ Commissioner's Action
Approve _____ Disapprove _____

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

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

JUL 09 2026

Section 1

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

Name: Aaron Harris Effective Date: 07/01/2026

Current Title: Sergeant Gr. 39.94 Salary \$ 39.94

Title Change: Lieutenant Gr. 43.40 Salary \$ 43.40

Check as Applicable:

Regular Full Time: xx New Hire: _____
Regular Part Time: _____

Temp Full Time:	—	Termination:
Temp Part Time:	—	

Seasonal Hire: _____ Promotion: xx

Replaces position	Transfer:
Name	—

New Budgeted Position

Other: _____

Reclassification: _____

Funding:	2300	-	131	-	420140	-	111	Percent	100	New Account
								Percent		Split Account

Elected Official/Department Head	Date
_____	01/01/2020

Section 2

Human Resources: _____

Finance: _____

Section 2 _____

Note: _____
Director _____
Date _____

Note: _____
Director _____
Date _____

H.R. Comments:

Commissioner's Action
Approve Disapprove

Date entered in payroll _____

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Chair mf _____

Member MSN _____

Member [Signature] _____

revised 02/13

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

JUL 09 2026

Section 1

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

Name: Wesley Brutlag Effective Date: 07/01/2026
 Current Title: Corporal Gr. Salary \$ 37.95
 Title Change: Sergeant Gr. Salary \$ 38.54 F427

Check as Applicable:

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

Other:

Funding: 2300 - 132 - 420150 - 111 Percent 100 New Account 1
 - - - - - Percent Split Account

[Signature] 3007
 Elected Official/Department Head

07/07/2026
 Date

Section 2

Human Resources: Finance:

Note: Tom Hillen 7-8-26
 Director Date

H.R. Comments:

Note: [Signature] 7.9.26
 Director Date

Commissioner's Action
 Approve Disapprove

Chair
 Member MAN
 Member [Signature]

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

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Board Mintues

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation Board Minutes

Meeting Minutes:

June 17, 2026

June meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Brent Kober, Bob Reihl and Manager Carl Peters. Val Dangerfield, Brian Richardson, Sindi Smith, Steve Smith, Steve Nave, Dick Hoke, Emmanuel Richardson, Tyler Browning, James Lehman, and Matt Steffans were also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. May 20, 2026, meeting minutes were reviewed, and a motion was made by Brent Kober, 2nd by Bob Riehl, to approve May 20th minutes, motion carried.

Public Comment:

Brian Richardson: On May 28th there was a massive leak reported on an 18-inch pipe discharging 4.4 cubic feet per second directly into the river. Despite assurances that it was fixed, it has continued discharging approximately 61 million gallons so far this season. It was reported to me as a yearly event. Wren St 60-foot ditch is running full and stagnant while their neighbors are getting nothing. The water is not moving efficiently due to blockages and debris. Fifteen plus years of deferred maintenance has driven the system to its current state. We are currently pumping less than 12,000 GPM reported in May 2022. Yet the recent article quoted the original 1913 system as pumping only 6,750 GPM. These inconsistencies in publicly reported numbers make it difficult for the community and the board to have clear, fact-based discussions. Because of this ongoing discharge of water to the river, poor ditch conditions, and inequitable delivery. I authored a petition, at the request of other users, that already is gathering signatures calling for a full-time, hands-on ditch rider.

Tyler Browning: The early shut off and late start this Spring, was horribly bad for the crops. I have talked to a lot of community members for the last three weeks to a month; they are also very upset about the late turn on. They thought that if they got new pumps, they would have water earlier this year. I have been here for ten years and there has been no change in the water. The farmers in the community are looking at 225,000.00 lost this year. I can see a bad year once and awhile, but it has been bad every year. The last thing I want to bring up is that I only applied for the Manager's position because I wanted water and no one else wanted it, so I said what the hell I will take it. What I would do as a ditch rider doesn't matter because I would get the entire system fixed from the head to the tail, so that the farmers and homeowners could get water. Bob Riehl reminded Tyler that the board announced when they would be turning on the system. Tyler said that the community was asking if we could get them back early because of the early turn off. Then Tyler said yes but they all asked for it to be turned on early. The reason the District could not start early was because the project was on the supplier's schedule and Watertronics could not be there to install everything until May.

Steve Smith: Judge Sande's pond hasn't had any water in it for years, that is because the ditch doesn't run that far out anymore. I mean what we have going on is very dissatisfying. We have flow issues because we don't burn our ditches. The Manager said that there is water dumping into the pond right now. Mr. Smith said he looks at all these laterals, like the ones going down Hickory, they run 24/7, why is that, Carl? That water should be heading out that way so that these guys get water. There are like five or six headgates going down Greenwood that never shut down. The Manager said that you could with a closed system, but they are dumping into the sixty, so we are not losing that water. Steve says yeah aren't losing water, but they are losing water on the 100. These new pumps should be able to pump all the water that the 60 and 100. The Manager says that they are running 3 pumps today because the 100' canal is not overtopping at the old Mortenson place. Steve said he has seen that the District has done all the dirtwork at that place, but I see all the trees growing up on the ditch bank that should have been cut down along time ago and they continue to grow.

Steve Nave: I have a comment about the 100' ditch from Bluebird all the way to Judge Sande's as full of garbage. Did you get the couch out, the toilet out, the coolers, and tires out? Mr. Steffans said that they cleaned Bluebird all the way down. Steve Nave asked if they removed the trees as well. Mr. Steffans replied that they removed the trees as well. Mr.

Nave went on to explain that the old ditch rider did not remove a tree a long time ago and now it is 50 foot tall and now the District is wanting to charge the homeowners to remove these trees. That is the District's responsibility.

Val Dangerfield: Would it help to send out letters to the landowners to let them know that they need to take care of their ditch area? Bob Riehl says the District does send out letters to landowners, but it falls on deaf ears.

New Business

1. **\$1,739,00.00 Bond:** On Monday we received the second DNRC bond payment due invoice in the amount of \$44,159.17. On Tuesday, Anna Ullom with Yellowstone County Finance Department said that this payment from the bond account 7285 has been processed.
2. **New Pump Station Project:** The District started pumping May 26th. Today is pumping day number 23. The programming software came set up for a closed system, which would be a valve for both canals but the District's upper canal is open. Watertronics said that it be a couple of weeks before they could get us the correct software. In the meantime, the Manager can run 2 pumps and its 10,500 GPM, or the Manager can run three pumps for 15,500 GPM. They tried all three pumps, but it was overtopping ~~out~~ at the old Mortenson place. The actuator valve runs on percentage so that is set at 20%. The 60' couldn't handle any more water. The Manager checked the depth at Wasco Ave, and it is at 24". There are still a few things that have been completed at the pump station. The efficiency of the pumps at moving the water from the intake will be interesting to see how long we will be able to pump.
3. **DNRC Planning Grant:** In 2010 we had an infrastructure report and the amount of these is between \$15,000 and \$40,000 dollars. \$15,000 is to update the existing infrastructure plan and 40,000 for a new one. July 13th is when they will start accepting applications. The Manager has already notified Performance Engineering that we will need a proposal on how much they will charge because it will be a lot more than \$15,000.00.
4. **Phase 3 LWSD Sewer Project:** We received a bill previously from Performance Engineering for the boring crossings and another bill came in today for \$2300.00. We collected about \$5,880 on the fees from the permits from Askin Construction and we are covered there so far. The Manager has had to shut down a few headgates in the McIntosh Subdivision so that the construction crews can install the sewer lines. The sunk in manhole just off Lark Ave near the old fire station and it is from a leaking headgate that the developer put in but they are all capped because the property owners in Opportunity Subdivision would not organize to put in pipe.
5. **MDT I-90 Interchange Projects:** nothing new
6. **Clayton ST Project: 60' Greenwood Culvert extension:** nothing new to report.
7. **Required Audit:** We received our first invoice for \$10,770.00, and the Manager is going to submit this to Yellowstone County Finance Department to pay because the bond itemized costs include \$5,000.00 for an audit.
8. **PERS Questionnaire:** This has been submitted to the Montana Public Employee Retirement Administration by email.

Old Business

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

Manager's Report:

The output of the pumps is about 15,500 GPM; that's about 5,166 gallons per minute per pump. The stats on these pumps are only 4,467 per pump so we are going over the capacity of what the stats show. Bob Riehl asked what the power was going to cost. The Manager said that will be interesting to see because the last power bill was not for a whole month, the bill ended on the 19th and we started testing on the 20th. Melinda Oedekoven at 425 Johnson Ln wants us to level the dirt and add hydrogen to it and seed it. Bob Riehl and Terry Seiffert asked if we charged her for returning the bank profile to its previous height. The Manager said that we did not. Then Terry Seiffert said didn't we send her a letter to return the

profile, and didn't she agree to do this? The manager said yes, she did. Then at 2424 Sunrise where we built up the berm because it was overtopping and flooding their pasture. The guys cleaned the canal from Bluebird to Bobolink.

Secretary's Report:

The May financial reports were presented. A motion to approve the May financials was made by Bob Riehl and 2nd by Brent Kober, motion carried. The checks written list for May was present. A motion to approve the list was made by Brent Kober and 2nd by Bob Reihl. With no further business, a motion was made to adjourn by Terry Seiffert, 2nd by Brent Kober, the meeting was adjourned at 8:04PM. The next board meeting will be on July 15, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Checks and Disbursements June 2026

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for June 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements

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

Yellowstone County Commissioners
RECEIVED

JUL 14 2026

MY MTHW

Total Transactions (See Attached Transaction Report):

Less Voided Items	\$9,252.04
	\$0.00
	\$0.00
	\$0.00
	<u>\$9,252.04</u>

Adjustments to Total Transactions:

Jury Meals:

5/22/2026

Total paid to Jimmy John's	\$	57.89	
Reduced for Juror Tip/Bailiff Meals	\$	(29.55)	
Amount over allowable total to be reimbursed	\$	28.34	\$ (29.55)

Subtotal

Postage Reimbursements (Witness & Juror Summons/Payments):

5/11/2026	DC 25-1175	State of Montana vs	Cayde Lee Vasquez Myers	\$213.40
5/22/2026	DC 25-1396	State of Montana vs	Robert Thomas Mansfield	\$117.92
6/3/2026	DC 25-574	State of Montana vs	Khristian Lynn Gray	\$92.84

State of Montana vs
State of Montana vs
State of Montana vs
State of Montana vs
State of Montana vs
State of Montana vs

Subtotal \$424.16

Supplies Reimbursements (Mailing Supplies):

5/11/2026	DC 25-1175	State of Montana vs	Cayde Lee Vasquez Myers	\$59.02
5/22/2026	DC 25-1396	State of Montana vs	Robert Thomas Mansfield	\$39.88
6/3/2022	DC 25-574	State of Montana vs	Khristian Lynn Gray	\$31.50

0	State of Montana vs		0	
0	State of Montana vs		0	
0	State of Montana vs		0	
0	State of Montana vs		0	

Subtotal \$130.40

Total Adjustments:

\$554.56

Total Reimbursement Requested for:

June-26

\$9,806.60

Review by: _____

Clerk of District Court

[Signature] 7/13/2026

YELLOWSTONE COUNTY DISTRICT COURT
Transaction Listing
From 06/01/2026 to 06/30/2026
General Ledger Accounts 200-1300 through 200-1365
Totals Only

Date	Account	Debit Amount	Credit Amount
Posted on 5/11/2026	200-1300- Jury Fees/Mileage	\$ 2,376.60	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ 1,270.00	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/11/2026	\$ 3,646.60	\$ -
Posted on 5/19/2026	200-1300- Jury Fees/Mileage	\$ 3,358.10	
	200-1325- Jury Meals	\$ 28.34	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 5/19/2026	\$ 3,386.44	\$ -
Posted on 6/1/2026	200-1300- Jury Fees/Mileage	\$ 2,219.00	
	200-1325- Jury Meals	\$ -	
	200-1350- Jury Accomodations	\$ -	
	200-1355- Jury Parking	\$ -	
	200-1360-Jury Transportation	\$ -	
	200-13650 Jury Supplies	\$ -	
	Total For 6/1/2026	\$ 2,219.00	\$ -
Total Transactions		\$ 9,252.04	\$ -

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 933904 TO: 933984

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933904	06/12/2026	BARFIELD TAMARA JOY	\$67.40	Outstanding	
933905	06/12/2026	BEELER HEATHER LYNETTEPEARL	\$19.25	Outstanding	
933906	06/12/2026	BEHM DAVID E	\$17.80	Outstanding	
933907	06/12/2026	BISONETTE JONATHAN DAVID	\$70.30	Outstanding	
933908	06/12/2026	BLOOMENRADER SCOTT	\$16.35	Outstanding	
933909	06/12/2026	BOYD TRENA BROUSSEAU	\$23.60	Outstanding	
933910	06/12/2026	BRADBURY CHRISTINE LYNNE	\$19.25	Outstanding	
933911	06/12/2026	BRYN ANIKA TAMIE	\$73.20	Outstanding	
933912	06/12/2026	BURKART RYANN ELIZABETH	\$26.50	Outstanding	
933913	06/12/2026	CAMPBELL GENA CHRISTINE	\$13.45	Outstanding	
933914	06/12/2026	CAREY MICHAEL DEWAINE	\$16.35	Outstanding	
933915	06/12/2026	CARLSON KAREN	\$27.95	Outstanding	
933916	06/12/2026	CHERRY LARRY LEE	\$17.80	Outstanding	
933917	06/12/2026	CHETLEY RICHARD ALAN	\$35.20	Outstanding	
933918	06/12/2026	COX DONALD LEROY	\$23.60	Outstanding	
933919	06/12/2026	CRAFT ZOE ANNAKAH	\$13.45	Outstanding	
933920	06/12/2026	CRAMER MEGAN MARIE	\$39.55	Outstanding	
933921	06/12/2026	CURTIS MATTIE	\$22.15	Outstanding	
933922	06/12/2026	DEBUF MARY JEAN	\$25.05	Outstanding	
933923	06/12/2026	DEVERAUX SARA R	\$33.75	Outstanding	
933924	06/12/2026	DORENDORF TERRI A	\$58.70	Outstanding	
933925	06/12/2026	DURAN SAMANTHA MARYHOKULANI	\$19.25	Outstanding	
933926	06/12/2026	EDWARDS DARLENE M	\$19.25	Outstanding	
933927	06/12/2026	EIKE CALLIE AMBER	\$76.10	Outstanding	
933928	06/12/2026	EWING BRIAN EVANS	\$17.80	Outstanding	
933929	06/12/2026	GRASS MARY JO	\$14.90	Outstanding	
933930	06/12/2026	GREEN TAYLOR JACOB	\$30.85	Outstanding	
933931	06/12/2026	HAMMER CATHY MORTON	\$17.80	Outstanding	
933932	06/12/2026	HOGAN SHAWN TIMOTHY	\$23.60	Outstanding	
933933	06/12/2026	HUMMEL JAMES J	\$55.80	Outstanding	
933934	06/12/2026	JAYCOX SAVANAH LANERENE	\$17.80	Outstanding	
933935	06/12/2026	JOHNSON VICKI OLSON	\$23.60	Outstanding	
933936	06/12/2026	JOINES CHANCE	\$81.90	Outstanding	
933937	06/12/2026	JONES MARTIN BRADLEY	\$14.90	Outstanding	
933938	06/12/2026	KINKADE KEITH A	\$64.50	Outstanding	
933939	06/12/2026	KRAMER SANDRA DEE	\$30.85	Outstanding	
933940	06/12/2026	KRUSE LORNA	\$17.80	Outstanding	
933941	06/12/2026	KUDRNA DOUGLAS J	\$25.05	Outstanding	
933942	06/12/2026	LISTON KIRSTEN N	\$22.15	Outstanding	
933943	06/12/2026	LIX NOAH DAVID	\$19.25	Outstanding	
933944	06/12/2026	MADOLE DESMONE JOSHUA	\$19.25	Outstanding	
933945	06/12/2026	MARCIAL SIERRA ISABELL	\$16.35	Outstanding	
933946	06/12/2026	MARTIN CONNIE SUE	\$17.80	Outstanding	

Check Register Number Range

For Bank Account: Jury Funds - 9705883054925
FROM: 933904 TO: 933984

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933947	06/12/2026	MATTFELDT MICHAEL	\$45.35	Outstanding	
933948	06/12/2026	MEICK KAREN	\$25.05	Outstanding	
933949	06/12/2026	MOBERLY MOLLY SUZANNEDALY	\$22.15	Outstanding	
933950	06/12/2026	MORLEY ROBERT	\$13.45	Outstanding	
933951	06/12/2026	MUSSO JERED JAMES	\$17.80	Outstanding	
933952	06/12/2026	NELSON ALYSSA ANN	\$73.20	Outstanding	
933953	06/12/2026	NEUBAUER SHAWNDA LEA	\$26.50	Outstanding	
933954	06/12/2026	NEWELL DANNA S	\$23.60	Outstanding	
933955	06/12/2026	NITTLER EILEEN M	\$14.90	Outstanding	
933956	06/12/2026	OBRIEN SHAUNA RENAE	\$33.75	Outstanding	
933957	06/12/2026	ODONNELL MALAN CAROL	\$14.90	Outstanding	
933958	06/12/2026	ORINGER CAROLYN MARY	\$64.50	Outstanding	
933959	06/12/2026	PARISHER ZACHARY AARON	\$16.35	Outstanding	
933960	06/12/2026	PARKER JUSTICE LEE	\$36.65	Outstanding	
933961	06/12/2026	PHILLIPS DOMINICK STEVEN	\$14.90	Outstanding	
933962	06/12/2026	PICARD DALLAS SHAY	\$19.25	Outstanding	
933963	06/12/2026	REICHELT AMANDA MAE	\$22.15	Outstanding	
933964	06/12/2026	RIDLEY JAREN MARSHALL	\$17.80	Outstanding	
933965	06/12/2026	RYERSON DAVID NORMAN	\$26.50	Outstanding	
933966	06/12/2026	SAPP SUSAN LEE	\$20.70	Outstanding	
933967	06/12/2026	SCOGGIN AMANDA RYEN	\$17.80	Outstanding	
933968	06/12/2026	SELBY BENJAMIN LEE	\$23.60	Outstanding	
933969	06/12/2026	SELLS JAMES C	\$61.60	Outstanding	
933970	06/12/2026	SIDERIUS KATHRYN G	\$19.25	Outstanding	
933971	06/12/2026	SWENSON JOSEPH JAMES	\$17.80	Outstanding	
933972	06/12/2026	SWISHER AUDREY ADELE	\$55.80	Outstanding	
933973	06/12/2026	TEMPLET TODD LANCE	\$23.60	Outstanding	
933974	06/12/2026	TEROU STEVEN ERIC	\$19.25	Outstanding	
933975	06/12/2026	THOMPSON JAMES EUGENE	\$16.35	Outstanding	
933976	06/12/2026	TREBBE KARLA L	\$22.15	Outstanding	
933977	06/12/2026	TRICH REBECCA	\$17.80	Outstanding	
933978	06/12/2026	ULLMAN JEFF	\$19.25	Outstanding	
933979	06/12/2026	VANDERPOOL DEBRA FRANK	\$42.45	Outstanding	
933980	06/12/2026	VANDERSLOOT PATRICK ARTHUR	\$20.70	Outstanding	
933981	06/12/2026	WALSH EMMA JEANNE	\$19.25	Outstanding	
933982	06/12/2026	WILLIAMSON LINDA L	\$42.45	Outstanding	
933983	06/12/2026	WOODS JOSEPH MICHAEL	\$19.25	Outstanding	
933984	06/12/2026	ZARYCKI JEFFREY EUGENE	\$61.60	Outstanding	
Totals	Number of Checks: 81	Total:	\$2,376.60		

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
 FROM: 06/19/2026 TO: 06/19/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
933985	06/19/2026	ADELMAN JACOB SCOTT	\$14.90	Outstanding	
933986	06/19/2026	AGYEMANBUDU PHILIP	\$152.20	Outstanding	
933987	06/19/2026	ASHCRAFT THOMAS MICHAEL	\$16.35	Outstanding	
933988	06/19/2026	BAKER JIM	\$26.50	Outstanding	
933989	06/19/2026	BAUER GARRETT MITCHELL	\$39.55	Outstanding	
933990	06/19/2026	BOLOTAS ARTHUR CHRIS	\$17.80	Outstanding	
933991	06/19/2026	BROWN NICHOLAS MICHAEL	\$204.40	Outstanding	
933992	06/19/2026	BUSTOS JOSE A JR	\$13.45	Outstanding	
933993	06/19/2026	CARPENTER ROBERT WELLINGTON	\$140.60	Outstanding	
933994	06/19/2026	CHAFFIN JUSTIN TATE	\$22.15	Outstanding	
933995	06/19/2026	CHRISTISON HEIDI CASSANDRA	\$19.25	Outstanding	
933996	06/19/2026	CLARK SCOTT O	\$32.30	Outstanding	
933997	06/19/2026	DAVIS JANET RICHARDSON	\$134.80	Outstanding	
933998	06/19/2026	DILLON MICHELE S	\$13.45	Outstanding	
933999	06/19/2026	DUNDAS MATTHEW TYLER	\$140.60	Outstanding	
934000	06/19/2026	ELLISON ROBERT MIQUEL	\$20.70	Outstanding	
934001	06/19/2026	EWING CORY SCOTT	\$20.70	Outstanding	
934002	06/19/2026	FALK ALICIA ANNE	\$17.80	Outstanding	
934003	06/19/2026	FLOYD BRANDY	\$146.40	Outstanding	
934004	06/19/2026	GARDNER KELLY LYNN	\$17.80	Outstanding	
934005	06/19/2026	GECK CHRISTINA	\$43.90	Outstanding	
934006	06/19/2026	GUENTHNER JEFFERY D	\$20.70	Outstanding	
934007	06/19/2026	HAMMONTREE ANTONIO ESTEVAN	\$19.25	Outstanding	
934008	06/19/2026	HAUBENREISER JEREMIAH M	\$13.45	Outstanding	
934009	06/19/2026	HORINCEWICH JOSEPH	\$33.75	Outstanding	
934010	06/19/2026	JEWELL DALTON JOSEPH	\$16.35	Outstanding	
934011	06/19/2026	KEEN JONATHON WAYNE	\$30.85	Outstanding	
934012	06/19/2026	KEMPER ROBERT JEFFERYWOLFE	\$17.80	Outstanding	
934013	06/19/2026	KORSMO ALYSSA LYNN	\$158.00	Outstanding	
934014	06/19/2026	KOTAN PATRICK J	\$30.85	Outstanding	
934015	06/19/2026	KRENZ ALLEN D	\$111.60	Outstanding	
934016	06/19/2026	LARIMER DAWN	\$22.15	Outstanding	
934017	06/19/2026	LAWRENCE CAROL	\$17.80	Outstanding	
934018	06/19/2026	LECHNER KIM PATRICK	\$303.00	Outstanding	
934019	06/19/2026	LEIBRAND STACY MAY	\$17.80	Outstanding	
934020	06/19/2026	LYNCOLN KAREN	\$19.25	Outstanding	
934021	06/19/2026	MAHEUX CHERYL ANN	\$20.70	Outstanding	
934022	06/19/2026	MEAGHER KAYLA ANN	\$17.80	Outstanding	
934023	06/19/2026	MILLER MANDY	\$19.25	Outstanding	
934024	06/19/2026	MURRAY BARRY HENRY	\$32.30	Outstanding	

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 06/19/2026 TO: 06/19/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
934025	06/19/2026	NIEMEYER LAYNE R	\$19.25	Outstanding	
934026	06/19/2026	OBLENDER TY R	\$337.80	Outstanding	
934027	06/19/2026	PICKERING YVETTE FRANCIS	\$22.15	Outstanding	
934028	06/19/2026	REITER RANDY L	\$38.10	Outstanding	
934029	06/19/2026	RHOADES KEEARA JO	\$17.80	Outstanding	
934030	06/19/2026	ROHLFING MARK	\$36.65	Outstanding	
934031	06/19/2026	ROOP MYLES EUGENE	\$32.30	Outstanding	
934032	06/19/2026	RUFF RICHARD JACKSON	\$123.20	Outstanding	
934033	06/19/2026	RUHTER KIMBERLY JO	\$129.00	Outstanding	
934034	06/19/2026	RUTH TIMOTHY JAMES	\$27.95	Outstanding	
934035	06/19/2026	RUTSCHKE KINZIE JOY	\$17.80	Outstanding	
934036	06/19/2026	SAILOR NICHELLE MORGAN	\$20.70	Outstanding	
934037	06/19/2026	SHEARER JAY N	\$14.90	Outstanding	
934038	06/19/2026	STCLAIR RONALD CHARLES II	\$17.80	Outstanding	
934039	06/19/2026	STENSLAND MEGGAN JOLENE	\$123.20	Outstanding	
934040	06/19/2026	STILLER BEVERLY A	\$26.50	Outstanding	
934041	06/19/2026	SUTTON REED ROBERT	\$134.80	Outstanding	
934042	06/19/2026	TREU RYLEE ANN	\$19.25	Outstanding	
934043	06/19/2026	TWICHEL ZOE	\$20.70	Outstanding	
Totals	Number of Checks: 59		Total: \$3,358.10		

Yellowstone District Court

User: CUA654

Check Register Date Range

For Bank Account: Jury Funds - 9705883054925
FROM: 06/29/2026 TO: 06/29/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
934044	06/29/2026	BARNHART MADDISYN K	\$19.25	Outstanding	
934045	06/29/2026	BENNINGTON LESLIE O	\$35.20	Outstanding	
934046	06/29/2026	BOATRIGHT JESSE ROYCE	\$16.35	Outstanding	
934047	06/29/2026	CARTER JASON	\$35.20	Outstanding	
934048	06/29/2026	CHANDLER NEVAEH	\$39.55	Outstanding	
934049	06/29/2026	CHILDRESS SAMANTHA LYNN	\$101.10	Outstanding	
934050	06/29/2026	CITY OF BILLINGS	\$1,270.00	Outstanding	
934051	06/29/2026	CRAIG SARAH BRETT	\$162.00	Outstanding	
934052	06/29/2026	DEERING DUSTIN W	\$20.70	Outstanding	
934053	06/29/2026	DODSON HEATHER DAWN	\$105.45	Outstanding	
934054	06/29/2026	EVANS KEVIN LEE	\$17.80	Outstanding	
934055	06/29/2026	FERGUSON ERIK ANDREW	\$83.70	Outstanding	
934056	06/29/2026	FORSHEE DAYLAN HIRIAM	\$23.60	Outstanding	
934057	06/29/2026	FREGOSO VICTORIA	\$16.35	Outstanding	
934058	06/29/2026	FREIBOTH JANA DENISE	\$22.15	Outstanding	
934059	06/29/2026	FRIMAN LINDA INGALLS	\$14.90	Outstanding	
934060	06/29/2026	GONZALES JACKIE CLEARWATER	\$17.80	Outstanding	
934061	06/29/2026	GONZALEZ MERCEDES GRACE	\$19.25	Outstanding	
934062	06/29/2026	HARMAN DAVID EDWARD	\$122.85	Outstanding	
934063	06/29/2026	HEIN GREGG A	\$92.40	Outstanding	
934064	06/29/2026	HOINESS DAVID ROBERT	\$88.05	Outstanding	
934065	06/29/2026	HOSKING ANDREA ELIZABETH	\$22.15	Outstanding	
934066	06/29/2026	HOULD JAKE LOGAN	\$33.75	Outstanding	
934067	06/29/2026	HUGHS JEFFREY	\$17.80	Outstanding	
934068	06/29/2026	JANHUNEN RENEE	\$16.35	Outstanding	
934069	06/29/2026	JENNINGS ASHLEE JOSEPHINE	\$17.80	Outstanding	
934070	06/29/2026	Jimmy Johns	\$54.06	Outstanding	
934071	06/29/2026	KLEIN DAWN M	\$35.20	Outstanding	
934072	06/29/2026	KUROKAWA SHYLA MARIE	\$22.15	Outstanding	
934073	06/29/2026	LIND BRIANNE MARIE	\$27.95	Outstanding	
934074	06/29/2026	O'MYER BRUCE ALLEN	\$22.15	Outstanding	
934075	06/29/2026	ODONNELL MARK R	\$19.25	Outstanding	
934076	06/29/2026	OTIS CODY LANE	\$122.85	Outstanding	
934077	06/29/2026	PHILLIPS BRANDI L	\$23.60	Outstanding	
934078	06/29/2026	PINKERTON CECELIA LYNN	\$43.90	Outstanding	
934079	06/29/2026	PLAMBECK DALE BYRON	\$22.15	Outstanding	
934080	06/29/2026	REYNA REINA MARI	\$20.70	Outstanding	
934081	06/29/2026	ROBERTS TAMARA LYNN	\$29.40	Outstanding	
934082	06/29/2026	ROSSOW CHRISSY LYNN	\$32.30	Outstanding	
934083	06/29/2026	RUSSELL TIFFINY ANN	\$17.80	Outstanding	

Check Register Date Range
For Bank Account: Jury Funds - 9705883054925
FROM: 06/29/2026 TO: 06/29/2026

Check Number	Check Date	Payee	Amount	Status	Cleared Date
934084	06/29/2026	SARABIA JANINE M	\$16.35	Outstanding	
934085	06/29/2026	SCHALLA ROBERT ALLEN	\$22.15	Outstanding	
934086	06/29/2026	SHERRODD EUGENE L	\$83.70	Outstanding	
934087	06/29/2026	SHILHANEK TARIN JUSTINE	\$105.45	Outstanding	
934088	06/29/2026	SHINABARGER ROXANE	\$109.80	Outstanding	
934089	06/29/2026	STEWART TRISTA IRENE	\$19.25	Outstanding	
934090	06/29/2026	TROWBRIDGE KATHARINE CHERRY	\$19.25	Outstanding	
934091	06/29/2026	WALLER WANDA GAIL	\$25.05	Outstanding	
934092	06/29/2026	WARMER GEORGE ACHESON	\$83.70	Outstanding	
934093	06/29/2026	WHITE BRADLEY E	\$32.30	Outstanding	
934094	06/29/2026	WHITE MARK RUSSELL	\$101.10	Outstanding	
Totals	Number of Checks: 51	Total:	\$3,543.06		

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: HRDC General Relief Assistance Program Quarterly Report for Quarter Ending May 30th, 2026

Submitted By: Erika Guy

TOPIC:

HRDC General Relief Assistance Program Quarterly Report for Quarter Ending May 30th, 2026

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

General Relief Quarterly Report 06-30-26



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

HUMAN RESOURCES DEVELOPMENT COUNCIL

June 30, 2026

Yellowstone County Commissioners
PO Box 35000
Billings, MT 59107

RE: General Relief Assistance Program

Enclosed please find the program report for the quarter ending June 30, 2026.

Sincerely,

A handwritten signature in black ink, appearing to read "Shannon Pritchard". The signature is fluid and cursive, with a long horizontal stroke at the end.

Shannon Pritchard
Emergency Services Director
HRDC DISTRICT 7

cc: Jennifer Jones, Finance Director
Yellowstone County
PO Box 35003
Billings, MT 59107



7 North 31st Street
P.O. Box 2016
Billings, MT 59103
Office: (406) 247-4732
Toll Free: 1-800-433-1411
Fax: (406) 248-2943
www.hrdc7.org

**HUMAN RESOURCES DEVELOPMENT COUNCIL
Yellowstone County General Relief Program
As of June 30, 2026**

Rent Assistance

Currently enrolled participants	10
Applications on the Waiting List	9
Applications Currently Pending	2
Participants closed this quarter/no longer eligible	2

Total Participants Served **24**

During this quarter, there were 217 supportive services/case management contacts.

Two clients were closed from General Assistance – No settlement from SSA.

All of the participants have been diagnosed with chronic physical or mental health disabilities that prevent them from obtaining gainful employment and are unable to provide for their basic needs. They are all in the process of applying for Social Security Disability benefits. The qualification process for disability benefits often is very lengthy and can exceed a year. This program provides for their basic shelter needs during this interim period during which time they have no source of income.

This program is their only resource available to provide for shelter costs. They do not have minor children and do not qualify for TANF. The public housing waiting lists are lengthy with an average waiting time of 1 year, and local non-profits are limited to the rent assistance they can provide – often only to those households with steady employment.

County Burial Assistance

During the quarter ending June 30, 2026, HRDC approved 11 requests for county burial assistance. There was one (1) veteran who will be interred at Yellowstone National Cemetery, and ten (10) nonveterans that will be buried at Riverside cemetery.

Yellowstone County General Relief Program
Grant Financial Report
Quarter and Year-to-Date for the Period Ending June 30, 2026

	<u>Direct Services</u>	<u>Admin Fee</u>	<u>Total</u>
County Program Funds	\$ 110,000.00	\$ 27,500.00	\$ 137,500.00
Plus CSBG Support			-
Plus Social Security Reimbursements	-		14,519.91
Plus Interest Income	1,172.63		5,257.19
Carryover Year 1	62,398.46		62,398.46
Carryover Year 2 & 3	64,001.07		64,001.07
Current Year SSI reimbursements Carryover	34,908.60		
Program Funds Available	<u>272,480.76</u>	<u>27,500.00</u>	<u>283,676.63</u>
Housing-rent	13,786.00		43,823.25
Hygiene	1,178.00		4,256.00
Utilities, Other	1,898.46		5,968.20
Burial (net of refunds)	17,934.00		64,810.00
Social Security Supportive Services	-		-
Headstones	-		-
Total Provided Client Services	<u>34,796.46</u>		<u>118,857.45</u>
Operating Fee		<u>27,500.00</u>	<u>27,500.00</u>
Net Available for Services	<u>237,684.30</u>	<u>-</u>	<u>137,319.18</u>

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Detailed Cash Investment Report

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report June 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

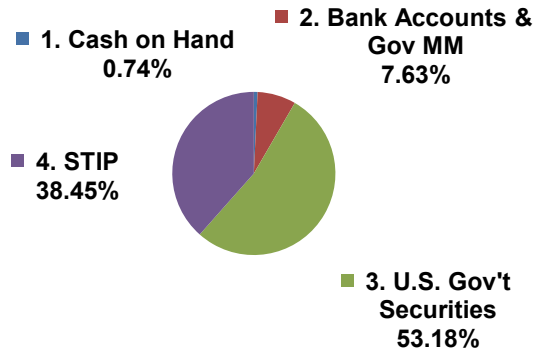
Attachments

Detailed Cash Investment Report June 2026

YELLOWSTONE COUNTY INVESTMENT POOL
DETAILED CASH INVESTMENT REPORT
June, 2026

MONTH-END PORTFOLIO MIX

Investment Pool



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	2,223,513.88	0.74%	N/A
2. Bank Accounts & Gov MM	22,826,740.28	7.63%	Varies
3. U.S. Gov't Securities	159,044,983.91	53.18%	.95 - 5.1%
4. STIP	115,000,000.00	38.45%	3.916%
TOTAL	299,095,238.07	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	820,251	281,544,160	3.54%
December-25	31	741,117	339,992,735	2.57%
January-26	31	1,396,422	337,356,387	4.87%
February-26	28	869,616	316,987,437	3.58%
March-26	31	831,263	275,267,951	3.56%
April-26	30	862,621	261,395,846	4.02%
May-26	31	887,822	266,859,853	3.92%
June-26	30	984,247	308,475,730	3.88%
TOTAL Y-T-D	365	11,164,383	302,907,141	3.69% YTD AVE

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT NARRATIVE
June, 2026

MARKET TREND

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

	<u>06/30/26</u>	<u>05/31/26</u>	<u>YIELD</u> <u>CHANGE</u>	<u>Last year</u> <u>6/30/2025</u>
90 day	3.87	3.69	0.18	4.41
1 year	3.98	3.79	0.19	3.96
2 year	4.14	3.98	0.16	3.72
3 year	4.15	4.06	0.09	3.68
5 year	4.19	4.13	0.06	3.79

MARKET CONDITIONS

Rates began trending up with the expectation that the Feds will hike rates after their next meeting.

INVESTMENT ACTIVITY

One new purchase was made in June.

Respectfully submitted,

Jen Jones
Yellowstone County Finance Director

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
June, 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	07/15/21	5 Yrs	07/15/26	3,000,000.00	0.00	0.00	3,000,000.00	3.000%	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	109,375.00	(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	0.90	(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	52,500.00	(f)	3133ET3G0
FNMA	D.A. DAVIDSON	12/12/23	4 Yrs	12/28/27	6,000,000.00	(296,840.00)	0.00	5,703,160.00	4.470%	0.950527	0.950%	JUNE/DEC	127,400.00	(d)	3135GA7G0
FHLB	D.A. DAVIDSON	04/07/26	2 Yrs	04/07/28	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		30	3130BA6Z5
FFC	D.A. DAVIDSON	04/12/24	4 Yrs	04/12/28	4,000,000.00	(21,680.00)	0.00	3,978,320.00	4.650%	0.994580	4.500%	APR/OCT		(f)	3133ERA9X
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)	3133EVLH1
FHLMC	BUCHANAN CAP	11/06/25	3 Yrs	11/06/28	3,000,000.00	0.00	0.00	3,000,000.00	3.800%	100.000000	3.800%	MAY/NOV		28	3134HB3W9
FFC	D.A. DAVIDSON	11/13/23	5 Yrs	11/13/28	5,000,000.00	0.00	0.00	5,000,000.00	4.625%	100.000000	4.625%	MAY/NOV		(f)	3133EPC45
FFC	D.A. DAVIDSON	11/24/25	3 Yrs	11/24/28	3,000,000.00	0.00	0.00	3,000,000.00	3.870%	100.000000	3.870%	MAY/NOV		(h)	3133ETZ34
FFC	D.A. DAVIDSON	12/15/23	5 Yrs	12/15/28	3,000,000.00	(4,020.00)	0.00	2,995,980.00	4.275%	0.998660	4.250%	JUNE/DEC	63,750.00	(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
FHLB	D.A. DAVIDSON	06/16/26	4 Yrs	06/15/29	3,000,000.00	0.00	0.00	3,000,000.00	4.500%	100.000000	4.500%	JUNE/DEC		14	3130BAY50
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)	3133ETX9
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
FFC	RBC	05/06/25	5 Yrs	05/06/30	3,000,000.00	0.00	0.00	3,000,000.00	4.430%	100.000000	4.430%	MAY/NOV		17	3133ETFU6
FNMA	D.A. DAVIDSON	09/18/25	4.75 Yrs	06/18/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	JUNE/DEC	60,000.00	24	3136GAT74
FHLB	D.A. DAVIDSON	07/14/25	5 Yrs	07/11/30	3,500,000.00	0.00	0.00	3,500,000.00	4.200%	100.000000	4.200%	JAN/JULY		14	3130B6Z82
FHLB	D.A. DAVIDSON	09/23/25	5 Yrs	09/11/30	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	MAR/SEPT		26	3130B7UA0
FNMA	BUCHANAN CAP	09/18/25	5 Yrs	09/18/30	3,000,000.00	0.00	0.00	3,000,000.00	3.875%	100.000000	3.875%	MAR/SEPT		25	3136GAT47
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
FNMA	D.A. DAVIDSON	11/05/25	5 Yrs	11/05/30	3,500,000.00	(8,750.00)	0.00	3,491,250.00	3.930%	0.997500	3.875%	MAY/NOV		23	3136GC2Q7
FNMA	D.A. DAVIDSON	01/14/26	5 Yrs	01/14/31	4,000,000.00	0.00	0.00	4,000,000.00	3.875%	100.000000	3.875%	JAN/JULY		29	3136GCEL59
FHLB	D.A. DAVIDSON	02/24/26	5 Yrs	02/24/31	3,000,000.00	0.00	0.00	3,000,000.00	4.050%	100.000000	4.050%	FEB/AUG		8	3130B9HB9
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	3136GDA60
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	3136GDAN3
STIP	STATE OF MONTANA		VAR		115,000,000.00			115,000,000.00	3.916%				586,323.79		
GOV MM/	BANK ACCOUNTS		DAILY		22,826,740.28			22,826,740.28	Varies				59,578.24		
CASH ON HAND					2,223,513.88			2,223,513.88	N/A				(14,575.46)	Fees-WFB-Curr Mo	
TOTAL INVESTABLE CASH:					299,550,254.16	(455,016.09)	0.00	299,095,238.07					1,044,352.47	Ties to Treas Report Col O	

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
June, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	INVESTMENT DATE	TERM	MATURITY DATE	FACE/ PRINCIPAL AMOUNT	UNAMORTIZED PREMIUM/ (DISCOUNT)	ACCRUED INTEREST	INVESTMENT BALANCE	YIELD/ EFFECTIVE RATE	PURCHASE PRICE	COUPON RATE	COUPON DATES	INTEREST COLLECTIONS	Notes	Ref. #
					=====	=====	=====	=====					=====		1,044,352.47
							cross foot	299,095,238.07							0.00
							From daily activit	299,095,238.07							
								0.00							
														0.53	159,044,983.91
														0.38	115,000,000.00
														0.08	25,050,254.16
														1.00	299,095,238.07

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
k) 2 year no call then continuous

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.

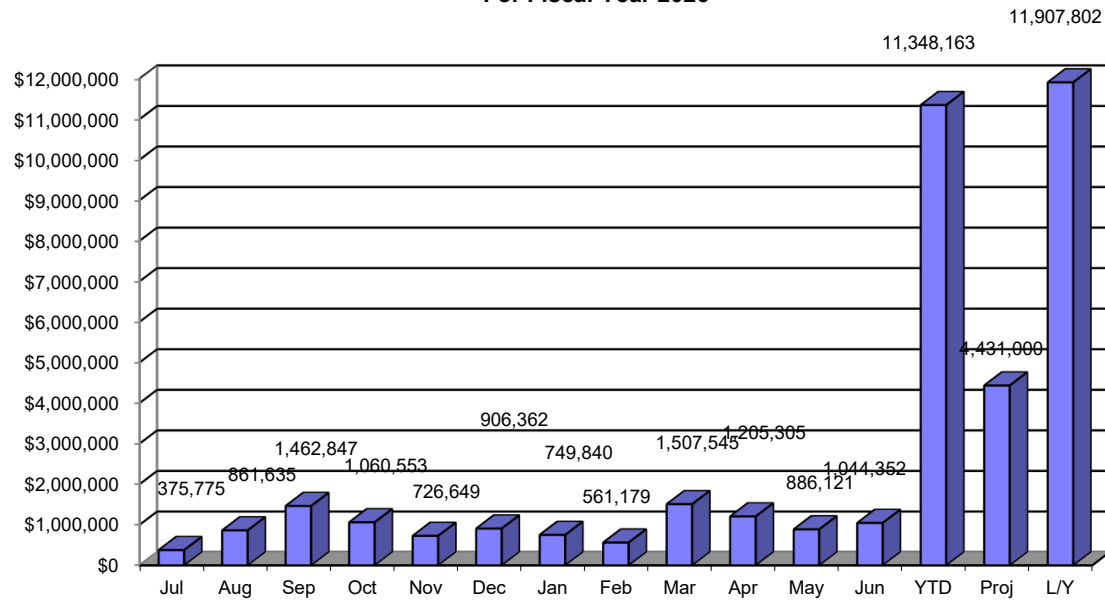
This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

YELLOWSTONE COUNTY INVESTMENT POOL

June, 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	1,044,352.47
YTD	11,348,163.30
Proj	4,431,000
L/Y	11,907,802

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

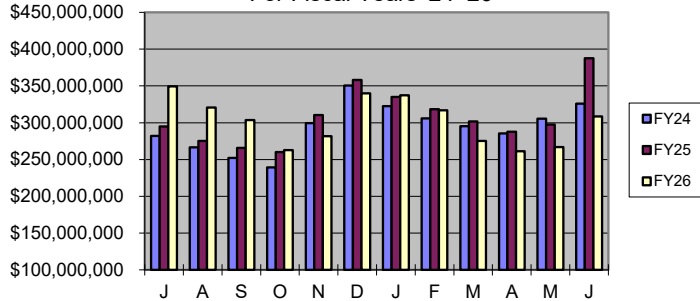
<u>MO</u>	<u>YR</u>	<u>Days in</u> <u>Month</u>	<u>ACCR INT</u> <u>Beq of Month</u>	<u>ACCR INT</u> <u>End of Month</u>	<u>CHANGE</u>	<u>INTEREST</u> <u>COLLECTED</u>	<u>INTEREST</u> <u>EARNED</u>	<u>DAILY CASH</u> <u>BALANCE</u>	<u>AVE RATE</u> <u>OF RETURN</u>
7	23	31	805,282	1,532,061	726,779	214,248	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	726,649	820,251	281,544,160	3.54%
12	25	31	1,893,434	1,728,189	(165,245)	906,362	741,117	339,992,735	2.57%
1	26	31	1,728,189	2,374,771	646,582	749,840	1,396,422	337,356,387	4.87%
2	26	28	2,374,771	2,683,208	308,437	561,179	869,616	316,987,437	3.58%
3	26	31	2,683,208	2,006,926	(676,282)	1,507,545	831,263	275,267,951	3.56%
4	26	30	2,006,926	1,664,243	(342,683)	1,205,305	862,621	261,395,846	4.02%
5	26	31	1,664,243	1,665,943	1,700	886,121	887,822	266,859,853	3.92%
6	26	30	1,665,943	1,605,838	(60,105)	1,044,352	984,247	308,475,730	3.88%
FY26		365				11,348,162	11,164,383	302,016,716	3.70%

YELLOWSTONE COUNTY INVESTMENT POOL COMPARISON GRAPHS (3 YR REVIEW)

June, 2026

AVERAGE INVESTABLE CASH

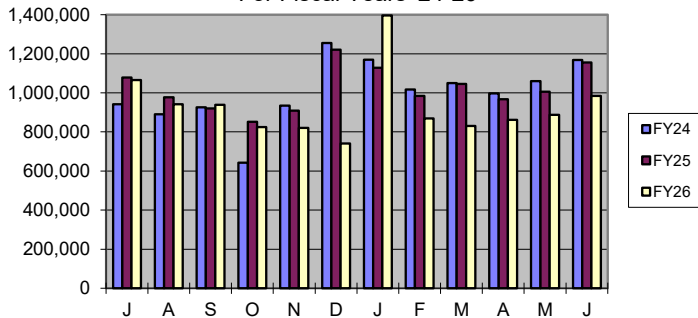
For Fiscal Years '24-'26



	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	261,395,846
M	305,671,912	297,512,425	266,859,853
J	325,892,052	387,767,863	308,475,730

INTEREST EARNINGS

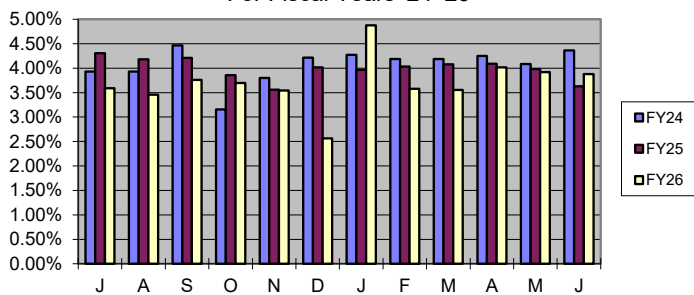
For Fiscal Years '24-'26



	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	984,247
	<u>12,052,849</u>	<u>12,245,627</u>	<u>11,164,684</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%	3.54%
D	4.22%	4.01%	2.57%
J	4.27%	3.97%	4.87%
F	4.19%	4.03%	3.58%
M	4.19%	4.08%	3.56%
A	4.25%	4.09%	4.02%
M	4.08%	3.98%	3.92%
J	4.36%	3.63%	3.88%

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

June, 2026

							NOTE 1				Combined										TOTAL																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																													
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2,000,000.00	0.00	0.00	0.00	0.00	0.00	115,000,000.00	0.00	0.00	0.00	0.00	115,000,000.00	388,855.92	0.00	0.00	0.00	0.00	0.00	388,855.92	Accrued total for month
					2,000,000.00	120,548,387.10	NOTE 1												
					113,000,000.00							100.00%	0.00%	0.00%	0.00%	0.00%	0.00%	100.00%	
					115,000,000.00														
	388,753.24	INTEREST ACCRUED @ EOM										388,753.24	0.00	0.00	0.00	0.00	0.00	388,753.24	Actual-rounding
	(586,323.79)	INTEREST RECEIPTED CURR MONTH										586,323.79	0.00	0.00	0.00	0.00	0.00	586,323.79	Actually received
	282,429.67	INTEREST ACCRUED @ PRIOR EOM																	
	84,859.12	INTEREST EARNED THROUGH EOM-NOT COLLECTED (POOLED ONLY)																	

NOTE: Yield for STIP for Apr 2026 -	3.866%
NOTE: Yield for STIP for May 2026 -	3.860%
NOTE: Yield for STIP for June 2026 -	3.916%
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)
June, 2026

INVESTMENT TYPE	DEPOSITORY FINANCIAL INSTITUTION	NVESTMENT 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	06/11/26	1 yr	06/10/27	7,103,913.95	0.00	0.00	7,103,913.95	3.000%	100.000000	3.000%	ANNUAL		High
CDARS	WSB-EI QSCB Series 2010A	06/11/26	1 yr	06/10/27	2,268,004.19	0.00	0.00	2,268,004.19	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-EIQZAB Series 2010B	06/11/26	1 yr	06/10/27	1,874,383.63	0.00	0.00	1,874,383.63	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-HS QECB Series 2012	06/11/26	1 yr	06/10/27	2,645,130.17	0.00	0.00	2,645,130.17	3.000%	100.000000	3.000%	ANNUAL		High
CDARS	WSB-QZAB Series 2012A	06/11/26	1 yr	06/10/27	3,176,955.29	0.00	0.00	3,176,955.29	3.000%	100.000000	3.000%	ANNUAL		Elem
CDARS	WSB-QECB Series 2012C	06/11/26	1 yr	06/10/27	3,186,403.58	0.00	0.00	3,186,403.58	3.000%	100.000000	3.000%	ANNUAL		Elem
SUBTOTAL - SEPARATE INVESTMENTS -DEBT SERVICE					20,254,790.81	0.00	0.00	20,254,790.81						
BOND SALE PROCEEDS														
													Daily	
					0.00	0.00	0.00	0.00						
TOTAL INVESTABLE CASH:					20,254,790.81	0.00	0.00	20,254,790.81						
					=====	=====	=====	=====						
								20,254,790.81	cross foot					
								0.00						
								20,254,790.81	Daily Activity					
								0.00						
								10,505,746.69	Elem					
								9,749,044.12	HS					
Debt Service Sinking Fund rates and maturities confirmed by B. Solberg at Western Security Bank								20,254,790.81	Total					

Daily

B.O.C.C. Regular

Meeting Date: 07/21/2026

Title: Contract with Swoboda Services

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Swoboda Services

BACKGROUND:

Contract with Swoboda services for roadway maintenance in the Brookwood Subdivision, RSID 769M.

RECOMMENDED ACTION:

File

Attachments

Contract

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

This agreement is dated as of the day of July 7, 2026, by and between Yellowstone County, Montana (hereinafter called Owner), and Swoboda Services, Billings, Montana (hereinafter called Contractor). Owner and Contractor, in consideration of the material covenants hereinafter set forth, agree as follows:

1. **Scope of Work**

Contractor shall provide all labor and equipment necessary for the requested work related to the roadway maintenance, located in the Brookwood Subdivision, RSID 769M, as outlined in the attached estimate and described work Exhibit "A". Brookwood is located northeast of Laurel, southwest of the intersection of Laurel Airport Road and Seitz-Ronan Road.

2. **Contract Times**

This contract will be in effect for County Fiscal Year 2027 (July 1 through June 30). Should any work, outside the Scope of Work need to be performed, the Ad-Hoc Representative will direct Mr. Swoboda and be billed at \$100.00 per hour.

3. **Contract Price**

The Owner shall pay the Contractor in accordance to their billing schedule provided in the attached Estimate. For any work not listed in their standard rates, the time spent shall be billed at \$80.00 per hour unless a different agreement is made and approved by either the Ad-Hoc Board or a representative of Public Works. Refer to the Bid Proposal for a full list of proposed services and pricing. The contractor shall submit invoices to the Yellowstone County Public Works Department through monthly invoices.

4. **Contractors Representation**

4.1 Contractor has examined and reviewed the Contract Documents and other related paperwork.

4.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the work.

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

- 4.4 Contractor has given Owner written notice of all conflicts, errors, ambiguities or discrepancies that the Contractor has discovered in the Contract Documents and that the Contract Documents are generally sufficient to indicate and convey the understanding of all terms and conditions for performance and furnishings of the work.

5. Contract Documents

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

- 5.1 This Agreement.
- 5.2 Contractor's Estimate for regular services by Peter Swoboda Exhibit "A"

6. Miscellaneous

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

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

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

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

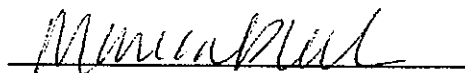
This Agreement will be effective July 7, 2026.

OWNER:

Yellowstone County

P.O. Box 35024

Billings, Montana 59107



Monica Plecker

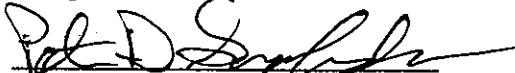
Public Works Director

CONTRACTOR:

Swoboda Services

4432 Clevenger Avenue

Billings, MT 59101



Peter Swoboda

Owner

