

OFFICIAL AGENDA
TUESDAY August 11, 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. PUBLIC HEARING

Resolution 26-98 to Create RSID 923M - Bar 11 Subdivision - Parks

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

Board Openings - City/County Planning District 3,4,5&7/Broadview Cemetery/Blue Creek
FSA/Laurel Fire District #5 & #7/Huntley Project FSA/Consolidated Zoning
Commission/Lockwood Pedestrian Safety District Advisory Board/Area II Agency on
Aging/Allies in Aging

2. FINANCE

- a. Bond for Lost Warrant on lost check
- b. MOU and Agreement to Sub-Contract between Yellowstone County Sheriff's Office and Alternatives, Inc.
- c. US Bank Multi Service Agreement & Account Signer Designations
- d. Request for Qualifications/Request for Proposals for Lockwood TEDD Infrastructure Master Plan Update

3. METRA PARK

- a. Invitation to Bid - MetraPark Bench Boulevard Exit
- b. WWC Engineering - Arena East Rock Face Stabilization Assistance Proposal
- c. MetraPark Trust Check Log July 2026

4. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Public Works - 1 Appointment; **Elections** - 1 Appointment; **Detention Facility** - 1 Appointment, 2 Terminations; **IT**- 2 Salary & Other

FILE ITEMS

1. **CLERK AND RECORDER**

2026 Certified Taxable Valuation Information

2. **CLERK OF DISTRICT COURT**

Checks and Disbursements for July 2026

3. **FINANCE**

Detailed Cash Investment Report July 2026

PUBLIC COMMENTS ON COUNTY BUSINESS

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

Closed - Personnel Matter

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: Resolution 26-98 to create 923M

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

Resolution 26-98 to Create RSID 923M - Bar 11 Subdivision - Parks

BACKGROUND:

The Bar 11 Subdivision was required to create a park maintenance district, but failed to do so at the time of platting.

RECOMMENDED ACTION:

Approve or deny

Attachments

26-98 RSID 923

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS

Resolution No. 26- 98

Resolution to Create Yellowstone County Rural Special Improvement District No. 923M

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 construct and or maintain a public improvement. When all the owners of the land in the proposed district do not consent to the creation of the district, 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. When all the owners of the land in the proposed district consent to the creation of a district, to create the district, the board does not have to hold a public hearing.

WHEREAS, in 2016, the Yellowstone County Board of County Commissioners granted conditional approval of Bar 11 Subdivision. One of the conditions of approval was the creation of a rural special improvement district to maintain the parks in the Subdivision. In 2018, the Board granted final approval of the Subdivision. For an unknown reason a district was not created to maintain the parks in the Subdivision. In 2026, the Board became aware that a district had not been created to maintain the parks. To correct the mistake, the Board intends to create a district to maintain the parks in the Subdivision. Exhibit 1 contains the specifics of the district, such as name, location, map, parcels, property owners, activities, costs, assessment method, assessment and engineer. Below is a summary of the specifics of the District.

District Summary

District Name:	Yellowstone County Rural Special Improvement District No. 923M
District Location:	Bar 11 Subdivision
District Parcels:	164 lots
District Activities:	Maintenance of Parks
District Costs:	\$11,500 Annual Estimated Cost Subject to Change
District Assessment Method:	Per Parcel
District Assessment:	\$70.12 Annual Estimated Assessment Per Parcel Subject to Change
District Duration:	Indefinite
District Engineer:	Yellowstone County Public Works Department

WHEREAS, on July 7, 2026, the Yellowstone County Board of County Commissioners passed a resolution of intent to create Rural Special Improvement District No. 923M to maintain the parks in Bar 11 Subdivision and set a public hearing on the creation of the District for August 11, 2026. On July 7, 2026, the Yellowstone County Clerk and Recorder mailed notice of the hearing to all property owners in the District. On July 7, 2026 and July 17, 2026, the Yellowstone County Clerk and Recorder published notice of the public hearing in the *Yellowstone County News*. On August 11, 2026, the Board held a public hearing on the creation of the District. The Board heard comments on the District and considered protests as to the creation of the District. The Board did not receive enough protests to prevent the creation of the District. **xXXx** out of 164 property owners protested the creation of the District. The Board believes the creation of the District is in the best interest of the public.

NOW THEREFORE, BE IT RESOLVED,

The Yellowstone County Board of County Commissioners creates a Yellowstone County Rural Special Improvement District No. 923M to maintain the parks in Bar 11 Subdivision. The specifics of the District are contained in the exhibit attached to this Resolution. The assessment for the District will appear on the property owners 2026 tax statement.

Passed and Adopted on the 11th day of August 2026.

BOARD OF COUNTY COMMISSIONERS
YELLOWSTONE COUNTY, MONTANA

Mark Morse, Chair

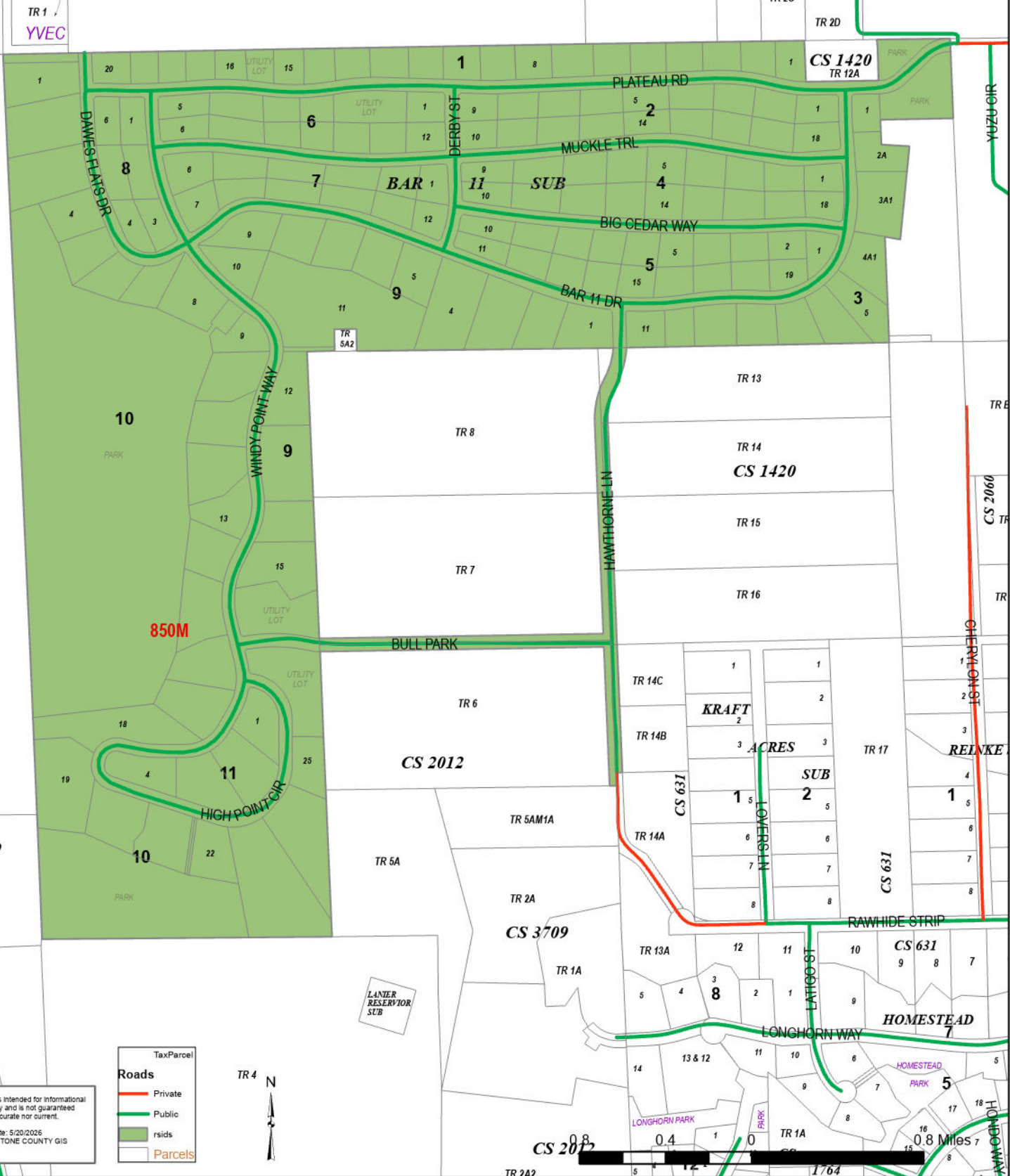
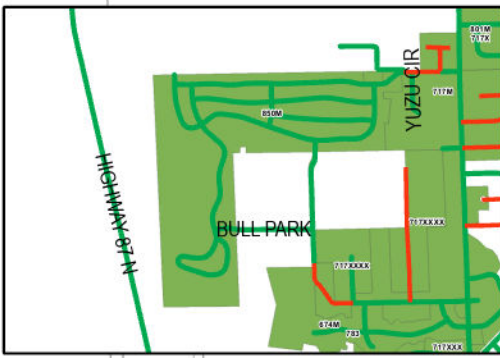
Michael J. Waters, Member

Chris White, Member

ATTEST:

Jeff Martin, Clerk and Recorder

Exhibit 1



This document is intended for informational purposes only and is not guaranteed to be accurate nor current.
Date: 5/20/2025
YELLOWSTONE COUNTY GIS

TaxParcel
Roads
Private
Public
rsids
Parcels



Exhibit 1

TaxID	Property Address	Mailing Address	Mailing City State	Legal Description	Owner
C17535	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 8, Lot 5, CORR (20)	KML INC
C17536	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 8, Lot 6, CORR (20)	KML INC
C17537	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 1, CORR (20)	KML INC
C17538	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 2, CORR (20)	KML INC
C17539	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 3, CORR (20)	KML INC
C17540	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 4, CORR (20)	KML INC
C17541	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 5, CORR (20)	KML INC
C17542	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 6, CORR (20)	KML INC
C17543	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 7, CORR (20)	KML INC
C17544	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 8, CORR (20)	KML INC
C17545	BAR ELEVEN DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 9, CORR (20)	KML INC
C17546	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 10, CORR (20)	KML INC
C17547	3801 WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 11, CORR (20)	KML INC
C17548	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 12, CORR (20)	KML INC
C17549	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 13, CORR (20)	KML INC
C17550	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 14, CORR (20)	KML INC
C17551	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, Lot 15, CORR (20)	KML INC
C17552	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 9, UTILITY LOT 1 CORR (20)	KML INC
C17553	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 1, CORR (20)	KML INC
C17554	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 2, CORR (20)	KML INC
C17555	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 3, CORR (20)	KML INC
C17556	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 4, CORR (20)	KML INC
C17557	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 5, CORR (20)	KML INC
C17558	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 6, CORR (20)	KML INC
C17559	DAWES FLATS DR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 7, CORR (20)	KML INC
C17560	3830 WINDY POINT WAY	3830 WINDY POINT WAY	BILLINGS, MT 59105-4673	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 8, CORR (20)	TONEY, DIRK & SHANNON
C17561	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 9, CORR (20)	KML INC
C17562	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 10, CORR (20)	KML INC
C17563	3724 WINDY POINT WAY	2466 S 23RD RD	BALLANTINE, MT 59006-9770	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 11, CORR (20)	KONIGSFELD, ROBERT
C17564	3712 WINDY POINT WAY	2735 HUMMINGBIRD WAY	BILLINGS, MT 59105-6021	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 12, CORR (20)	HD BUILDING INC
C17565	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 13, CORR (20)	KML INC
C17566	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 14, CORR (20)	KML INC
C17567	3610 WINDY POINT WAY	3610 WINDY POINT WAY	BILLINGS, MT 59105-4669	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 15, CORR (20)	CAGLE, STEPHEN RLE
C17568	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 16, CORR (20)	KML INC
C17569	WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 17, CORR (20)	KML INC
C17570	3512 WINDY POINT WAY	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 18, CORR (20)	KML INC
C17571	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 19, CORR (20)	KML INC
C17572	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 20, CORR (20)	KML INC
C17573	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 21, CORR (20)	KML INC
C17574	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 22, CORR (20)	KML INC
C17575	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 23, CORR (20)	KML INC
C17576	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 24, CORR (20)	KML INC
C17577	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 25, CORR (20)	KML INC
C17578	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, UTILITY LOT 1 CORR (20)	KML INC
C17579	HIGH POINT CIR	PO BOX 35003	BILLINGS, MT 59107-5003	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 26, PARKLAND CORR (20)	YELLOWSTONE COUNTY
C17580	HIGH POINT CIR	PO BOX 35003	BILLINGS, MT 59107-5003	BAR 11 (19), S02, T01 N, R26 E, BLOCK 10, Lot 26, PARKLAND CORR (20)	YELLOWSTONE COUNTY
C17581	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 11, Lot 1, CORR (20)	KML INC
C17582	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 11, Lot 2, CORR (20)	KML INC
C17583	HIGH POINT CIR	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 11, Lot 3, CORR (20)	KML INC
C17584	PLATEAU RD	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 11, Lot 4, CORR (20)	KML INC
C17585	PLATEAU RD	121 8TH ST W	WILLISTON, ND 58801-5235	BAR 11 (19), S02, T01 N, R26 E, BLOCK 6, UTILITY LOT 1 CORR (20)	KML INC

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: Board Openings

Submitted By: Erika Guy

TOPIC:

Board Openings - City/County Planning District 3,4,5&7/Broadview Cemetery/Blue Creek FSA/Laurel Fire District #5 & #7/Huntley Project FSA/Consolidated Zoning Commission/Lockwood Pedestrian Safety District Advisory Board/Area II Agency on Aging/Allies in Aging

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Post

Attachments

Board Openings

YELLOWSTONE COUNTY BOARD OPENINGS

August 11, 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
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- ✚ 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	3 full to 6/30/28

APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, September 10, 2026

July 28, 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
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APPLICATIONS FOR THE ABOVE POSITIONS WILL BE ACCEPTED
UNTIL 5:00PM ON THURSDAY, August 27, 2026

July 21, 2026

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

B.O.C.C. Regular

2. a.

Meeting Date: 08/11/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrant on lost check

BACKGROUND:

A Bond for Lost Warrant has been signed and notarized, and the original returned to us. The check was lost in the mail.

RECOMMENDED ACTION:

Approve reissue.

Attachments

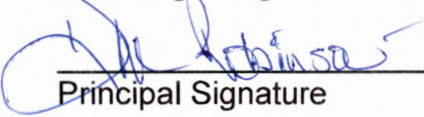
Bond for Lost Warrant

BOND FOR LOST WARRANT

On June 18, 2026 Yellowstone County issued a warrant numbered _____ to FIREMASTER. (Principal) in the amount of \$209.00. The warrant was drawn in payment of INVOICE #1430621 (PO#614372). 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 \$209.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 418.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

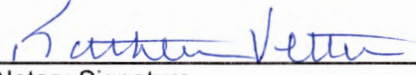

Principal Signature

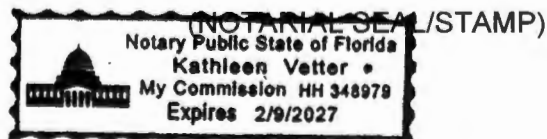
Dept 1019, PO Box 121019
Mailing Address for replacement check

Dallas TX 75312-1019
City, State Zip

State of Florida)
County of Lee) : (seal/stamp)

This instrument was acknowledged before me on this 30th day of July, 2026,
by Kristine Robinson of FireMaster.


Notary Signature



APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

2. b.

Meeting Date: 08/11/2026

Title: MOU with Alternatives HEART Grant

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

MOU and Agreement to Sub-Contract between Yellowstone County Sheriff's Office and Alternatives, Inc.

BACKGROUND:

The Sheriff's Office has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant. Alternatives is a licensed, insured, and professional agency with nearly 45 years of criminal justice case management experience and can provide services necessary to implement this project.

RECOMMENDED ACTION:

Approve or deny

Attachments

Alternatives MOU FY27

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT TO SUB-CONTRACT
BETWEEN
YELLOWSTONE COUNTY SHERIFF OFFICE AND
ALTERNATIVES, INC.**

Whereas: Yellowstone County Sheriff's Office has been awarded funding to pilot programs addressing substance use disorder, mental health, and criminal transition programs in Yellowstone County from the Montana DPHHS, HEART Grant;

Whereas: Stonerock Business Solutions coordinated with members of Yellowstone County and community partners to apply for funding for the agreement, and in turn, the County was named Contractor under the agreement. In order to implement these programs, a case manager/care coordinator is needed to support clients of the project per funding guidelines;

Whereas: A Substance Use Disorder, Mental Health Disorder, and Co-Occurring Disorder diagnosis is required for all inmates to receive services under the grant;

Whereas: Alternatives, Inc. is a licensed, insured, and professional agency with over 45 years of criminal justice case management experience and can provide services necessary to implement this project;

Whereas: Yellowstone County Sheriff's Office and the Board of County Commissioners (BOCC) are committed to providing programs that reduce the re-entry of offenders into the facility and reduce crime; however, no current detention center or Sheriff Office staff have duties or responsibilities that could be assumed to facilitate implementation of this pilot project and requires outside assistance from skilled case managers to meet required goals and objectives of the project;

Whereas: Yellowstone County released an RFQ for a provider to provide services related directly to the grant services and Alternatives, Inc. was the only entity to apply and was deemed qualified to perform the duties outlined in the grant requirements;

Whereas: Yellowstone County Sheriff's Office is committed to providing evidence-based treatment and supervision programs to meet the requirements of these funding sources;

Whereas: Alternatives, Inc. currently contracts with Stonerock Business Solutions to provide grant compliance, reporting, quality assurance and control, and other grant related duties for other programs and services;

AND

Whereas: The goals and objectives identified in the projects are identified by the Substance Abuse and Mental Health Services Administration (SAMHSA) and Bureau of Justice Affairs (BJA) as best practices standards.

Therefore: This Memorandum of Understanding and Agreement to Sub-Contract (hereinafter referred to as "MOU") is made and entered into by and between Yellowstone County Sheriff's Office (YCSO) whose address is 217 N 27th Street, Billings, MT 59101, and Alternatives, Inc. whose address is 2120 3rd Ave. North, Billings MT 59101.

Therefore: It is the intent of the parties to this MOU that the County shall, as contractor under the agreement, contract with Alternatives, Inc. and that Alternatives, Inc. shall perform all work and services as sub-contractor under the agreement and collaborate with Stonerock Business Solutions for all grant reporting, quality assurance and control, and liaison services with the State of Montana on behalf of Yellowstone County to fulfill the requirements of the grant.

1. **Purpose.** The purpose of this MOU is to establish the terms and conditions under which YCSO, Alternatives, Inc., and Stonerock Business Solutions will collaborate to fulfill the services and requirements approved by the funding source to the best of their abilities.

2. **Term of MOU.** This MOU shall be in effect for a period the award date of the funding sources beginning July 1, 2026 through June 30, 2027. The parties may mutually agree, in writing, to terminate this Agreement at any time. Further, either party may terminate this Agreement unilaterally with written notice not less than 30 days prior to the automatic renewal date. If unilateral written notice is given, the Agreement shall terminate on the annual renewal date.

The term of this MOU shall not exceed the term of the Professional Services Agreement between the County of Yellowstone, Montana, by its Board of County Commissioners, and Alternatives. Termination, by either party, of the Professional Services Agreement, shall terminate this MOU.

3. **Payment** In consideration for the services to be performed by the Contractor, the County agrees to reimburse Alternatives, Inc. from pre-approved grant funds for up to the following amount based on availability of funds: HEART funds beginning July 1, 2026 – June 30, 2027:

- Monthly payments in the amount of \$19,596.39 for 11 months and \$19,596.34 for final month for a total of \$235,156.63 for the contract year.

To provide additional compliance with reporting and tracking requirement, Alternatives, Inc. must submit a monthly invoice and proper reporting documentation to Stonerock Business Solutions, grant management and project director contractor for review and approval prior payment by the 5th of each month. Funds will be reimbursed through grant funds pre-allocated and approved by Montana Department of Public Health and Human Services.

4. Responsibilities of Yellowstone County Sheriff's Office. Yellowstone County Detention Center is responsible for the following:

4.1 Act as Fiscal Agent as required and all financial responsibilities associated. YCSO agrees to cooperate with Alternatives, Inc. and Stonerock Business Solutions as the pass through between the State of Montana and Alternatives, Inc. to deliver, in a timely fashion, and pursuant to page 3 of the services funding agreement, all funding that flow to the County from the agreement, directly to Alternatives, Inc. in order so that Alternatives, Inc. can deliver services required under the agreement and required by the funding.

4.2 YCSO agrees to provide access to staff, equipment, and data to complete the necessary tracking and reporting of grant and project outcomes to funding sources. Alternatives, Inc. is responsible for reporting data of services delivered by submitting monthly reports of actual services rendered during the month to Stonerock Business Solutions for verification, auditing, tracking, and outcome reporting to the State and BOCC.

4.3 YCSO agrees to participate in meetings, development, and evaluation as necessary to complete the project goals.

4.4 YCSO acknowledges that it has the sole decision-making authority on the project and that Alternatives, Inc. in coordination with Stonerock Business Solutions, is the contracted service provider's role is to manage, report, and assist YCSO in all aspects of implementation, evaluation, and reporting.

4.5 YCSO agrees that it will review and approve all invoices, reporting, and evaluation in a timely manner for purposes of completing project goals, reporting to funding sources, and approving payments from County Finance to sub-contractors.

4.6 The County agrees to pay this contractor upon receipt of invoice for services within a reasonable time period from receipt of invoice. All Invoices shall be emailed to Stonerock Business Solutions at Amanda@stonerockmt.com on a monthly basis no later than the 5th of the month for routing to Yellowstone County Finance (due by the 10th of each month).

5. Responsibilities of Alternatives, Inc. Alternatives, Inc. agrees to participate in the implementation of the grant activities as listed below.

5.1 Alternatives, Inc. acknowledges that it is familiar with the agreement and that furthermore, Alternatives, Inc. represents that it can perform and deliver the services required under the agreement.

5.2 Alternatives, Inc. agrees to provide information on outcome measures to Stonerock Business Solutions for the purposes of coordinating, implementing, and reporting project activities to Yellowstone County Sheriff's Office, BOCC, and the State of Montana, Alternatives, Inc. agrees to submit monthly progress reports on services to Stonerock Business Solutions by the 5th of each month. Payments for services will not be approved without submission of reporting data. All invoices will be reviewed by Stonerock Business Solutions prior to submission to YC Finance to ensure it complies with project goals, outcomes, and budget restrictions. Alternatives, Inc. agrees to compensate Stonerock Business Solutions for these duties as part of the monthly fee paid to Alternatives, Inc. for completion of grant services and requirements.

5.3 Alternatives, Inc. acknowledges that it will coordinate with all entities contracted for services within the scope of the project including, but not limited to, Stonerock Business Solutions, Ivy Correctional Medicine, YCSO, and others as necessary to implement the project.

5.4 Alternatives, Inc. agrees to staff at least 1 FTE Case Manager/Care Coordinator for purposes of providing services directly to inmates of YCDF. Intake services will be provided within 7 days of referral from referral source or identification of inmate for program. Case Managers/Care Coordinators are responsible for ensuring all assessment, Releases of Information, Transition Plans, and Release planning is completed within a timely manner. Service may continue for up to 30 days of release of inmate status from YCDF. Housing, treatment, medication referrals, and other identified services are all required components of Case Management/Care Coordination.

5.5 Alternatives, Inc agrees to have available appropriate licensed clinicians (Licensed Addition Counselor, Licensed Clinical Professional Counselors, Licensed Clinical Social Worker, candidates of professional licensure under the supervision of an appropriate clinician, or other professional licensures consistent with the roles and compliance of the State of MT to provide SUD, MH, and Co-Occurring assessments for purposes of identifying eligible inmates for programs and services, placement in appropriate treatment facilities, and coordination of care for inmates upon release of YCDF. Assessments are to be completed within a reasonable time of referral but no longer than 10 business days after referral is received. Alternatives, Inc. acknowledges that up to 15

assessments may be requested within a week and it is their responsibility to coordinate assessments in person or telehealth with appropriate YCDF staff.

5.6 As a sub-contractor to the agreement and for the purpose of this MOU, Alternatives, Inc. agrees to protect, defend, and save the County, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense, injuries, death or damages to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of Alternatives, Inc. and/or its agents, representatives, assigns, subcontractors, except the sole negligence of the County.

5.7 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives, Inc. must maintain, at its cost, primary standard general liability insurance coverage in the amount of \$1,000,000.00 claims made and listing Yellowstone County as an additional insured. The general liability coverage must include claims arising out of contractual liability, the delivery of services, omissions in the delivery of service, injuries to persons, damages to property, the provision of goods or rights to intellectual property or any other liabilities which may arise in the provision of services under the agreement.

5.8 As sub-contractor to the agreement and for the purpose of this MOU, Alternatives, Inc. must maintain at its cost, professional liability insurance coverage against claims for harm to persons which may arise from the professional services provided through the agreement. The insurance must cover claims as may be caused by any act, omission, or negligence of Alternatives, Inc. and/or its officers, agents, representatives, assigns or subcontractors, or assigns. Alternatives, Inc. must provide occurrence coverage professional liability insurance with combined single limits of \$1,000,000.00 per claims made and \$2,000,000.00 aggregate per the life of the agreement.

5.9 As sub-contractor to the agreement, and for the purpose of this MOU, Alternatives, Inc. must comply with the applicable provisions of the Montana Human Rights Act, Governmental Code of Fair Practices, all federal civil rights acts and the federal American with Disabilities Act. In addition, Alternatives, Inc. may not discriminate in any manner against any person on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

5.10 As sub-contractor to the agreement, Alternatives, Inc. shall be responsible for its business-related expenses concerning the Services under this Agreement.

6. Responsibilities of Both Parties Together, YCSO and Alternatives, Inc. agree to the following:

6.1 Any specific activity developed under this MOU shall be detailed in the grant application, signed by each organization's authorized signatory, which will describe the scope of the proposed activity, intended outcomes, budget, and responsible Offices or individuals. Unless a subsequent agreement is signed, there will not be any enforceable obligations or duties between the parties.

6.2 All activities shall be subject to the availability of funds and the approval of each Alternatives, Inc. authorized representatives. The parties to this MOU acknowledge that the County is not responsible for any direct funding of the agreement and that funding under the agreement may terminate prior to the June 30, 2027 end date of the agreement with appropriate notice of at least 90 days.

6.3 The parties agree to indemnify and to hold harmless for, from, and against claims, suits, reasonable attorney's fees, damages, or injuries to persons or property or other liabilities arising out of any negligence of the other party pursuant to this agreement.

7. General Provisions

A. Duration and Evaluation. A joint evaluation of the MOU will be initiated by the designated representatives three (3) months prior to the expiration date. Amendments to this MOU may be requested, in writing, by either party and approved by the authorized signatories.

B. Compliance with Law. The parties specifically intend to comply with all applicable laws, rules and regulations as they may be amended from time to time. If any part of this Agreement is determined to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to any such provisions. If the parties fail to agree within a reasonable time to revisions required to bring the entire Agreement into compliance, either party may terminate this Agreement upon thirty (30) days prior written notice to the other party.

C. Force Majeure. In the event parties are unable to complete the projects due to causes beyond the control of the parties, but not limited to: acts of God; war; acts of the government; fires; floods; epidemics; quarantine restrictions; strikes, labor disputes or work stoppages; transportation contingency; and freight embargoes; other catastrophes or any similar occurrences beyond the parties' reasonable control, Yellowstone County Detention Facility will provide notice to the funding sources and the project will be extended for the period of time that the Force Majeure event is applicable.

D. Governing Law. This agreement shall be governed under the laws in the State of Montana.

E. Severability. The provisions of this Agreement are severable, and if any provision of this Agreement is found to be invalid, void, or unenforceable, the remaining provisions will remain in full force and effect.

F. Non-Discrimination. The parties agree not to discriminate on the basis of religion, race, creed, national or ethnic origin, sex, age, handicap, political affiliation, sexual orientation, disability or status as a veteran.

G. Independent Contractors. Each party is separate and independent, and this Agreement shall not be deemed to create a relationship of Alternatives, employment, or partnership between or among them. Each party understands and agrees that this Agreement establishes an independent contractor relationship and that the agents or employees of each respective party are not employees or agents of any other party. Alternatives, Inc. under the code of the Internal Revenue Service (IRS) and the laws of the State of Montana, is an independent contractor, and neither the Alternative's employees or contract personnel are, or shall be deemed, the YCSO's's employees.

In its capacity as an independent contractor, Alternatives, Inc. agrees and represents: Alternatives, Inc. has the right to perform services for others during the term of this Agreement except as otherwise provided below; Alternatives, Inc. has the sole right to control and direct the means, manner, and method by which the Services required by this Agreement will be performed. Alternatives, Inc. shall select the routes taken, starting and ending times, days of work, and order the work is performed; Alternatives, Inc. has the right to hire assistant(s) as subcontractors (except as provided below) or to use employees to provide the Services required under this Agreement. Neither Alternatives, nor the Alternative's employees or personnel, shall be required to wear any uniforms provided by the YCSO; The Services required by this Agreement shall be performed by Alternatives, Alternatives' employees or personnel, and the YCSO will not hire, supervise, or pay assistants to help Alternatives; and neither Alternatives, Inc. nor Alternatives, Inc. employees or personnel shall be required by the YCSO to devote full-time to the performance of the Services required by this Agreement. YCSO shall have no right to control or direct the details, manner or means by Alternatives, Inc. performs its services. Alternatives, Inc. shall continue ongoing conversation with YCSO leadership to ensure the safety and security of the facility while implementing the services outlined in this MOU.

H. Assignment. No party may assign this Agreement or any rights or obligations under this Agreement to any person or entity without the prior written consent of the other parties. Any assignment in violation of this provision is null and void.

I. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties as to the subject matter hereof and supersedes all prior discussions, agreements and undertakings of every kind and nature between them, whether written or oral, with respect to such subject matter. This Agreement may subsequently be modified only by a written document executed by both parties.

J. Notices. Any consent, waiver, notice, demand, request or other instrument required or permitted to be given under this Agreement or any related agreements shall be in writing and shall be delivered by hand or sent prepaid telex, cable or facsimile transmission, or sent, postage prepaid, by registered, certified or express mail or reputable overnight courier service and shall be deemed given when so delivered by hand, telexed, cabled or transmitted, or if mailed, five (5) days after the notice is delivered to the courier service, addressed to the addresses set forth herein, or to such other address as may later be specified in writing by either party.

8. **Signatures.** In witness whereof, the parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

The effective date of this MOU is the date of the signature last affixed to this page.

Yellowstone County

Chairman, Mark Morse

Date

Alternatives, Inc.



David O Armstrong, CEO

8/1/26

Date

B.O.C.C. Regular

2. c.

Meeting Date: 08/11/2026

Title: Signature pages for US Bank accounts

Submitted For: Russell Burton, Comptroller

Submitted By: Russell Burton, Comptroller

TOPIC:

US Bank Multi Service Agreement & Account Signer Designations

BACKGROUND:

Multi Service Agreement and designation of account signers & treasury management for transition from WF to USB. This document allows us to officially open the accounts.

RECOMMENDED ACTION:

Approve

Attachments

US Bank MSA

Account Signers - Main & Warrant account

Account Signers - Flex

Account Signers - Metra Premium

Treasury Management

Account Signers - Inmate Trust



Multi-Service Agreement (MSA)

Customer Tax Identification Number: 81-6001449

Yellowstone County ("Customer").

Customer hereby agrees as follows. Customer shall not be bound by the terms and conditions for those specific services described, to the extent Customer elects not to use such service(s).

DEPOSIT ACCOUNTS:

1. U.S. Bank National Association ("Bank") is hereby designated as Customer's non-exclusive banking depository. Customer has received a copy of the deposit account terms and conditions and agrees that such terms are hereby incorporated herein by reference and shall govern the deposit account services provided by Bank. All transactions between Customer and Bank involving any of Customer's accounts at Bank will be governed by the deposit account terms and conditions, this MSA and other disclosures provided to Customer. Customer agrees to provide Bank with a copy of documents requested by Bank.
2. Any one (1) of the persons whose names appear in Appendix A (individually, an "Account Signer") is hereby authorized to open, add, modify, or close accounts in the name of Customer or its subsidiaries or affiliates, or if applicable, as an agent for another entity, and to sign, on behalf of Customer, its subsidiaries or affiliates or as an agent for another entity, checks, drafts or other orders for the payment, transfer or withdrawal of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same and including also those payable to the Bank or to any other person for application, or which are actually applied to the payment of any indebtedness owing to the Bank from the person or persons who signed such checks, drafts or other withdrawal orders or otherwise authorized such withdrawals; and is also authorized to endorse for deposit, payment or collection any check, bill, draft or other instrument made, drawn or endorsed to the accounts governed by this MSA for deposit into these accounts. The authorization contained in the preceding sentence includes transfers of funds or other property of Customer to accounts outside of those accounts Customer maintains at Bank. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Account Signers.
3. Unless Customer otherwise advises Bank in writing and Bank has a reasonable opportunity to act on such writing, the Account Signers listed in Appendix A will be Account Signers on any future deposit accounts that Customer maintains with Bank.
4. Customer acknowledges and agrees that Bank is not required to obtain the consent of or otherwise contact an Account Signer for transactions other than those listed in paragraph 2 above, including, but not limited to, transfers between accounts Customer maintains at Bank, advances on loans Customer has with Bank and transfers to pay down loans Customer has with Bank.

TREASURY MANAGEMENT SERVICES:

5. Bank's treasury management services ("Treasury Management Service(s)") are described in the U.S. Bank Services Terms and Conditions, any supplements thereto, any implementation documents, user manuals, operating guides and other related documentation and disclosures provided by Bank, and any addendum to any of the foregoing (collectively the "Services Agreement"). Customer has received and reviewed the Services Agreement and desires to use one or more of the Treasury Management Services. Customer agrees that its use of any Treasury Management Services shall be governed by the Services Agreement, which is hereby incorporated herein by reference.
6. Any one (1) of the persons whose names appear in Appendix B (individually, a "Treasury Management Signer") is each authorized and empowered in the name of and on behalf of the Customer to enter into all Treasury Management Services transactions contemplated in the Services Agreement including, but not limited to, selecting Treasury Management Services, appointing agents to act on behalf of Customer in the delivery of Treasury Management Services, signing additional

U.S. Bank Multi-Service Agreement

documentation necessary to implement the Treasury Management Services and giving Bank instructions with regard to any Treasury Management Service, including without limitation, wire transfers, ACH transfers, and any other electronic or paper transfers from or to any account Customer may maintain with Bank. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Treasury Management Services. In such cases, documentation necessary to implement or amend such Services shall be signed by a Treasury Management Signer. Customer further acknowledges and agrees that Bank may implement or amend Services based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that it believes in good faith to have been received from a Treasury Management Signer. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Treasury Management Signers.

MONEY CENTER AND SAFEKEEPING SERVICES:

7. Any one (1) of the persons referenced in Appendix M (individually, a "Money Center Signer") is each authorized and empowered in the name of and on behalf of the Customer to transact any and all depository and investment business through the Bank's Money Center division (the "Money Center") and any securities custodial business through the Bank's Safekeeping Department (the "Safekeeping Department"), which such person may at any time deem to be advisable, including, without limiting the generality of the foregoing, selecting any services that may from time to time be offered by the Money Center or the Safekeeping Department (collectively referred to herein as "Money Center Services" and "Safekeeping Services", respectively), appointing additional Money Center Signers or agents to act on behalf of Customer with respect to Money Center Services and Safekeeping Services, signing additional documentation necessary to implement the Money Center Services and Safekeeping Services and giving Bank instructions with regard to any Money Center Service and Safekeeping Service. Customer has received and reviewed the Services Agreement and may use one or more of the Money Center Services or Safekeeping Services from time to time. Bank may, at its discretion, require Customer to execute additional documentation to implement or amend certain Money Center Services or Safekeeping Services. In those cases, the required documentation shall be signed by a Money Center Signer. Customer further acknowledges and agrees that Bank may take any action with respect to any Money Center Services or Safekeeping Services requested by a Money Center Signer based on the verbal, written, facsimile, voice mail, email or other electronically communicated instructions that Bank believes in good faith to have been received from a Money Center Signer. Any one of the Money Center Signers is also authorized to execute any documentation that Bank may require to add or delete Money Center Signers.

FOREIGN EXCHANGE SERVICES:

8. Bank is authorized by Customer to enter into foreign exchange transactions as may be applicable. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other agreements and disclosures provided or made available to Customer (and/or executed by Customer and Bank from time to time) shall govern foreign exchange transactions between Customer and Bank. When Bank offers or enters into a foreign exchange transaction with Customer, it does so on an arms'-length basis, and not as its agent, advisor or fiduciary unless otherwise expressly agreed in writing. Foreign exchange rates depend on a host of factors and conditions in Bank's discretion, include a spread or amount aimed to compensate Bank for its services, and are subject to fluctuation which can at times be significant. Bank accepts no liability for its foreign exchange rates, including without limitation any direct or indirect consequential, incidental, punitive, special or exemplary losses or costs. Customer agrees to provide documentation and information requested by Bank from time to time in order to facilitate the processing of foreign exchange transactions, and Customer acknowledges that its failure to do so in a timely manner may result in delays at Customer's cost.

FOREIGN CURRENCY ACCOUNTS:

9. Bank is hereby designated as Customer's banking depository for one or more Foreign Currency Account(s) (the "Foreign Account(s)"). Any one (1) of the persons whose names appear in Appendix C (individually, a "Foreign Currency Account Signer") is hereby authorized to open, add, modify, or close any Foreign Account(s) in the name of Customer or its subsidiaries or affiliates and to make, on behalf of Customer, orders for payment or transfer of any of the funds or other property of Customer, whether signed, manually or by use of a facsimile or mechanical signature or otherwise authorized, including those payable to the individual order of the person or persons signing or otherwise authorizing the same. Customer hereby expressly authorizes and directs Bank to accept written and oral instructions any payment orders, by telephone or otherwise, consistent with the Services Agreement. Customer has received a copy of the Services Agreement and agrees that the terms contained in the Services Agreement, this MSA and other disclosures provided to Customer shall govern the Foreign Accounts. Any one of the Contract Signers (as defined below) is also authorized to execute any documentation that Bank may require to add or delete Foreign Currency Account Signers.

OTHER SERVICES:

10. A Contract Signer is authorized and empowered on behalf of Customer to transact any and all other depository and investment business with and through Bank, and, in reference to any such business, to make any and all agreements and to execute and deliver to Bank any and all contracts and other writings which such person may deem to be necessary or desirable.

GENERAL:

11. All Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers (whether designated in this MSA or in a prior document [for example, a Master Services Agreement, Certificate of Authority or a Treasury Management Services Agreement] executed by Customer) will remain in place until Bank receives written notice of any change and has a reasonable time to act upon Customer's written notice.
12. Any and all transactions by or on behalf of Customer with the Bank prior to the adoption of this MSA (whether involving deposits, withdrawals, Treasury Management Services, or otherwise) are in all respects ratified, approved and confirmed.
13. Customer agrees to furnish Bank with the names of the persons who presently are Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers. Bank shall be indemnified and saved harmless by Customer from any claims, demands, expenses, loss or damage resulting from or growing out of honoring or relying on the signature or other authority (whether or not properly used and, in the case of any facsimile signature, regardless of when or by whom or by what means such signature may have been made or affixed) of any officer or person whose name and signature was so certified, or refusing to honor any signature or authority not so certified.
14. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT. To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

CERTIFICATIONS:

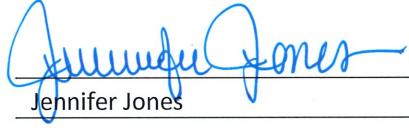
Each of the undersigned (individually and collectively, the "Contract Signers") certifies that:

- Based on his or her review of Customer's books and records, Customer has, and at the time of adoption of this MSA had, full power and lawful authority to adopt the MSA and to confer the powers herein granted to the persons named, and that such persons have full power and authority to exercise the same;
- He or she has the full power and lawful authority to execute this MSA on behalf of Customer, its subsidiaries and affiliates, or if applicable, as an agent for another entity who has entered into an agreement with Customer authorizing Customer to act on such entity's behalf;
- Customer has taken all action required by its resolutions and other organizational documents, records, or agreements to authorize the individuals listed below or in any Appendix hereto to act on behalf of Customer in all transactions contemplated under this MSA; and
- The Account Signers, Treasury Management Signers, Foreign Currency Account Signers and/or Money Center Signers have been duly elected to and now hold the offices of Customer set opposite their respective names.

Customer agrees that document electronic signatures or signatures that are transmitted by facsimile or other electronic means shall be binding as of the date signed and to the same extent as original signatures. The parties agree to accept a digital image of this Agreement, as executed, as a true and correct original and admissible as best evidence for the purpose of state law, federal or state rules of evidence, and similar statutes and regulations

The MSA shall be effective as of the last date of the undersigned Contract Signers:

Signature: _____
 Print name: Mark Morse
 Print title: Chair
 Email address: mmorse@yellowstonecountymt.gov
 Date: 8/11/2026

Signature: 
 Print name: Jennifer Jones
 Print title: Finance Director
 Email address: jjones@yellowstonecountymt.gov
 Date: 8/11/2026

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

Signature: _____
 Print name: _____
 Print title: _____
 Email address: _____
 Date: _____

For U.S. Bank use:

Review: _____ Validation Method: _____ TL Review _____ Imaged: _____



Appendix A: account signer(s)

Customer information

Customer name: Yellowstone County Tax ID number: 81-6001449

Account information

Account name	Account number	Tax ID number
Yellowstone County Main Account	153912425383	81-6001449
Yellowstone County Warrant Account	153912426092	81-6001449

New account signers

Name	Title	Email address
Jeff Martin	Clerk and Recorder	jmartin@yellowstonecountymt.gov
Hank Peters	Treasurer	hpeters@yellowstonecountymt.gov
Mark Morse	Chair	mmorse@yellowstonecountymt.gov

Customer approval

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and they are authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email address provided above.

Signature: _____ Email address: mmorse@yellowstonecountymt.gov
Print name: Mark Morse Date: 8/11/2026
Print title: chair

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated: _____

Review: _____ Validation method: _____ TL review: _____ Imaged: _____



Appendix A: account signer(s)

Customer information

Customer name: Yellowstone County Tax ID number: 81-6001449

Account information

Account name	Account number	Tax ID number
<u>Yellowstone County YC Flex Account</u>	<u>153912426100</u>	<u>81-6001449</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

New account signers

Name	Title	Email address
<u>Kevin Gillen</u>	<u>HR Director</u>	<u>kgillen@yellowstonecountymt.gov</u>
<u>Hank Peters</u>	<u>Treasurer</u>	<u>hpeters@yellowstonecountymt.gov</u>
<u>Mark Morse</u>	<u>Chair</u>	<u>mmorse@yellowstonecountymt.gov</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Customer approval

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and they are authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email address provided above.

Signature: Email address: mmorse@yellowstonecountymt.gov
Print name: Mark Morse Date: 08/11/2026
Print title: chair

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated:

Review: Validation method: TL review: Imaged:



Appendix A: account signer(s)

Customer information

Customer name: Yellowstone County Tax ID number: 81-6001449

Account information

Account name	Account number	Tax ID number
<u>Yellowstone County Metra Premium Account</u>	<u>153912426126</u>	<u>81-6001449</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

New account signers

Name	Title	Email address
<u>Stoney Field</u>	<u>MetraPark</u>	<u>sfield@metrapark.com</u>
<u>Hank Peters</u>	<u>Treasurer</u>	<u>hpeters@yellowstonecountymt.gov</u>
<u>Jennifer Jones</u>	<u>Finance Director</u>	<u>jjones@yellowstonecountymt.gov</u>
<u>Tim Wombolt</u>	<u>MetraPark</u>	<u>twombolt@metrapark.com</u>
<u></u>	<u></u>	<u></u>
<u></u>	<u></u>	<u></u>

Customer approval

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and they are authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email address provided above.

Signature: Email address: mmorse@yellowstonecountymt.gov
Print name: Mark Morse Date: 08/11/2026
Print title: chair

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated:

Review: Validation method: TL review: Imaged:



Appendix B: treasury management signer(s)

Customer information

Customer name: Yellowstone County Tax ID number: 81-6001449

Add treasury management signer

Name	Title	Email address
Jennifer Jones	Finance Director	<u>jjones@yellowstonecountymt.gov</u>
Anna Ullom	Senior Accountant	<u>aullom@yellowstonecountymt.gov</u>
Russell Burton	Comptroller	<u>rburton@yellowstonecountymt.gov</u>

Customer approval

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Treasury Management Signer(s); and they are authorized to complete this Appendix B for Customer listed above. Customer is responsible for the validity and authenticity of email addresses provided above.

Signature: _____ Email address: mmorse@yellowstonecountymt.gov
Print name: Mark Morse Date: 08/11/2026
Print title: Chair

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated: _____
Review: _____ Validation method: _____ TL review: _____ Imaged: _____



Appendix A: account signer(s)

Customer information

Customer name: Yellowstone County Tax ID number: 81-6001449

Account information

Account name	Account number	Tax ID number
Yellowstone County Inmate Trust Account	153912426118	81-6001449

New account signers

Name	Title	Email address
Robert Lester		rlester@yellowstonecountymt.gov
Kent O'Donnell		kodonnell@yellowstonecountymt.gov
Brandon Smart		bsmart@yellowstonecountymt.gov

Customer approval

To help the United States fight the funding of terrorism and money laundering activities, U.S. law requires Bank, like other financial institutions, to obtain, verify, and record information that identifies each customer that opens an account. Customer acknowledges that when Customer opens an account with Bank, Bank will ask for Customer's legal name, address, tax identification number, and other identifying information that will assist Bank. Bank may ask for copies of certified articles of incorporation, an unexpired government-issued business license, a partnership agreement, or other documents that indicate the existence and standing of the entity.

The Contract Signer listed below further represents and warrants to the Bank that Customer listed above has taken all action required by its respective organizational documents to appoint the Authorized Account Signer(s); and they are authorized to complete this Appendix A for each Customer listed above. Customer is responsible for the validity and authenticity of email address provided above.

Signature:		Email address:	mmorse@yellowstonecountymt.gov
Print name:	Mark Morse	Date:	08/11/2026
Print title:	chair		

For U.S. Bank use

Authorized signer is related to Multi-Service Agreement (MSA) dated: _____			
Review:	Validation method:	TL review:	Imaged:

B.O.C.C. Regular

2. d.

Meeting Date: 08/11/2026

Title: RFQ for Lockwood TEDD

Submitted For: Jennifer Jones, Finance Director

Submitted By: Jennifer Jones, Finance Director

TOPIC:

Request for Qualifications/Request for Proposals for Lockwood TEDD Infrastructure Master Plan Update

BACKGROUND:

Lockwood TEDD is seeking request for qualifications for engineering services related to their Master Plan.

RECOMMENDED ACTION:

Approve

Attachments

RFQ RFP Lockwood TEDD

YELLOWSTONE COUNTY, MONTANA
Request for Qualifications / Request for Proposals
Lockwood TEDD Infrastructure Master Plan Update

1. Introduction

Notice is hereby given that Yellowstone County is seeking a statement of qualifications and a proposal from qualified engineering firms to identify infrastructure improvements that are most likely to catalyze private industrial investment and accelerate taxable value growth within the TEDD.

2. Submittal Requirements

In order to ensure a complete understanding of the required services, a mandatory, virtual meeting will be held at 10:30am on Tuesday, August 25th, 2026. Please reach out to Darian Armer (darian@bigskyeda.org) for an invitation to the virtual meeting.

Offerors shall submit five (5) hard copies of the statement of qualifications and proposals in separate sealed envelopes. All SOQs and proposals must be labeled “**LOCKWOOD TEDD INFRASTRUCTURE MASTER PLAN UPDATE**”. SOQs and proposals may either be mailed or physically delivered to the following addresses.

Mail To:

Yellowstone County BOCC
PO Box 35000
Billings, MT 59107

Physically Deliver To:

Yellowstone County BOCC
Ostlund Building, Room 419, 4th
Floor 2825 3rd Ave North
Billings, MT 59101

All submittals must be received no later than 3:00 PM on Monday, September 14th, 2026. Bids received after this deadline will not be considered.

Timely submittals will be opened and read aloud at 9:00 AM, on Tuesday, September 15th, 2026, in Room 309 on the 3rd Floor of the Ostlund Building, 2825 3rd Avenue North, Billings, MT 59101.

3. Timeline & Selection Process

Event	Date/Time
Publication Dates	Friday, August 14 th , 2026 Friday, August 21 st , 2026
Mandatory Pre-Proposal Meeting	Tuesday, August 25 th , 2026, at 10:30 AM
Deadline for Submittals	Monday, September 14 th , 2026 by 3:00 PM
Submittal Opening	Tuesday, September 15 th , 2026, at 9:00 AM
Review of Submittals by Selection Committee	Tuesday, September 15 th , 2026 through Thursday, September 17 th , 2026
Notice of Intent to Award Posting	Tuesday, September 22 nd , 2026
Notice of Award	Tuesday, September 29 th , 2026

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

Submissions will be assessed by a selection committee on the following objective / subjective scale. A maximum of three (3) candidates with the highest numeric scores will be “shortlisted” and invited to interview with the selection committee. Unsuccessful candidates will be notified immediately after the selection process is complete. After the interviews, the Owner will enter negotiations with the highest ranked candidate. If negotiations are unsuccessful with the highest ranked candidate, the negotiations will be terminated and start anew with the second ranked finalist, and thus, until a suitable agreement can be reached.

Depending on the number and quality of submittals received, the County reserves the right to make the selection of the preferred firm based on the submittal information alone and may decline to conduct the interview stage of the selection process.

Numerical Evaluations and subsequent selection of written submittals per MCA 18-8-204:

1. Experience with projects of similar size and scope in this region - 35%
2. Key team member qualifications and experience - 25%
3. Capability to meet time and budget requirements - 20%
4. Local professional resources to be utilized for this effort – 10%
5. Recent and current work for Yellowstone County – 5%
6. Current and projected workloads – 5%

4. Amendments to Solicitation

Any interpretation, correction, or addition of this request will be published on the County website at <https://www.yellowstonecountymt.gov/purchasing/>.

5. Contact Information & Questions

Any questions regarding the project or bid submittal procedures should be submitted, in writing, to Darian Armer (darian@bigskyeda.org).

6. Miscellaneous

Compliance With Laws

Each bidder must have a current Montana Public Contractor's Registration number when submitting their bid. The number must appear on the bid. All subcontractors, if any, must obtain a registration number prior to beginning any work on the project. Bid only registrations are acceptable for the bidding process. No bid may be withdrawn for at least 45 days after the scheduled deadline time for receipt of the bids.

The successful bidder will be required to follow all the directives included in section 18-2-422 of the Montana Code Annotated concerning Montana Prevailing Wages for Building Construction 2025. Those directives are as follows:

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

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

provide the employee's payroll records to the department within 5 days of receiving the payroll request from the department.

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

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

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

Insurance Requirements

The Contractor shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County, as additional insured for this project against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the project and for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this project at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the project by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the project.

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

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

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

Board of County Commissioners
Yellowstone County, Montana

Mark Morse
Chair

Attest:

Jeff Martin
Clerk and Recorder

Phased Approach Update to the Lockwood TEDD Infrastructure Master Plan Scope of Work

The Lockwood TEDD Advisory Board seeks a consulting engineer to identify infrastructure improvements that are most likely to catalyze private industrial investment and accelerate taxable value growth within the TEDD.

Background

The Lockwood Targeted Economic Development District (TEDD) is located north of Interstate 90 and the Interstate 94 interchange and south of the Yellowstone River in Yellowstone County, Montana. The TEDD encompasses approximately 1,200 acres positioned for future industrial and employment-related development. The district is bisected by an active railroad corridor, existing rail spurs serving multiple properties, providing unique opportunities for rail-served industrial development.

Current access to the district is provided by Johnson Lane, Coulson Road, and the North Frontage Road corridor. Regional accessibility is being significantly enhanced through construction of the Montana Department of Transportation's Billings Bypass project, which will provide direct connectivity between Interstate 90 and transportation routes north of the Yellowstone River and the Billings Heights area. The Johnson Lane interchange serves as a key gateway connecting the TEDD to the regional transportation network.

In 2016, the Yellowstone County Board of County Commissioners established the Lockwood TEDD to facilitate strategic industrial growth, infrastructure investment, and long-term economic development opportunities. Subsequent planning efforts, including the Lockwood TEDD Strategic Plan and the 2017 Infrastructure Master Plan, identified critical infrastructure investments necessary to support development within the district.

Since completion of the original Infrastructure Master Plan, several conditions have evolved, including construction of the Billings Bypass, additional utility planning efforts, and recently awarded infrastructure funding through the U.S. Economic Development Administration (EDA). Current efforts include expansion of water and sewer infrastructure toward the TEDD boundary and potential extension of a 10-inch water line along the North Frontage Road corridor.

The Lockwood TEDD Advisory Board and Yellowstone County seek to build upon these prior planning efforts by exploring the option of a phased infrastructure implementation strategy utilizing the findings, recommendations, and technical analyses contained within previously completed TEDD planning documents. This effort is intended to prioritize infrastructure investments that can accelerate development readiness, including parcels located in flood zones, by providing sewer access and supporting phased industrial growth within the TEDD.

District Goals

The Lockwood TEDD is guided by the following economic development and infrastructure objectives:

- Facilitate development of planned, development-ready industrial land;
- Provide a locally driven funding mechanism for strategic infrastructure investment;
- Foster long-term economic and employment growth opportunities;
- Attract industrial users and encourage private capital investment;
- Support rail-served and transportation-oriented industrial development opportunities;
- Coordinate infrastructure investment with the Billings Bypass and regional transportation improvements;
- Support efficient infrastructure phasing and implementation strategies that maximize development readiness and return on investment;
- Encourage multimodal transportation connectivity and alternative transportation opportunities where appropriate.

Project Intent

This project is intended to update and refine implementation priorities identified within the existing Lockwood TEDD Infrastructure Master Plan and related planning documents. The County does not intend for this effort to recreate or replace previously completed infrastructure planning work.

Rather, the selected consultant shall utilize existing studies, technical memorandums, and infrastructure planning documents as the basis for evaluating current conditions, identifying changed assumptions or opportunities, evaluating the feasibility of a phased development, and providing a phased infrastructure implementation strategy focused on development readiness and strategic infrastructure investment. Upon completion, the phased implementation strategy would integrate all phases into a single system and eliminate any redundant phased infrastructure. The TEDD Documents referenced are available for review at

<https://bigskyeconomicdevelopment.org/community-development/lockwood-tedd/>.

The phased implementation strategy shall include a full Environmental Assessment, including a Phase 1, as well as environmental review and clearance considerations necessary to meet U.S. EPA and U.S. EDA project funding requirements, MEPA, NEPA, State of Montana project funding requirements, and BNSF site-certification requirements, for the entire Lockwood TEDD District Study Area.

The primary outcome of this effort should be an actionable implementation and phasing framework that assists the Lockwood TEDD Advisory Board and Yellowstone County in prioritizing infrastructure investments capable of supporting near-term and long-term industrial development opportunities.

Timeline

Yellowstone County and the Lockwood TEDD Advisory Board expect the completion of the project within six months of the consultant's selection.

Project Scope of Work

The project is intended to provide planning-level evaluation and implementation recommendations sufficient to support infrastructure prioritization, grant readiness, and future engineering decisions. Detailed engineering design, surveying, modeling, and construction documentation are not anticipated as part of this scope.

Task 1 – Review of Existing Planning Documents

Consultant shall review and utilize previously completed planning documents including:

- 2017 Lockwood TEDD Infrastructure Master Plan; (**Attachment A**)
- Lockwood TEDD Strategic Plan; (**Attachment B**)
- Preliminary Infrastructure Technical Memorandum by KLJ; (**Attachment C**)
- Billings Bypass planning and engineering information;
- Existing utility and transportation studies;
- Other relevant TEDD planning documents and technical information.

The consultant shall identify:

- infrastructure recommendations that remain applicable,
- changed conditions impacting implementation priorities,
- opportunities to refine infrastructure sequencing,
- temporary or relocatable facilities required for phasing,
- infrastructure investments most likely to support near-term industrial development.
- Phasing that provides earlier utility access to floodplain properties.

Task 2 – Existing Conditions and Development Readiness Evaluation

Rather than conducting a full redevelopment analysis, the consultant shall:

- evaluate current infrastructure availability and constraints;
- assess transportation and freight access opportunities;
- review rail-served development potential;
- identify development-ready and catalyst areas within the TEDD;
- evaluate the potential need for environmental review/assessment associated with recommended phased infrastructure improvements;
- evaluate infrastructure gaps limiting industrial development potential.

Particular consideration should be given to:

- the Billings Bypass;
- Johnson Lane interchange connectivity;
- frontage road access;
- railroad and rail spur access;
- water rights, types and conversion rates
- utility extension opportunities;
- and industrial development patterns.
- Freight mobility considerations;
- Truck circulation and industrial access;
- Rail-served development opportunities;
- Coordination with MDT access management;
- Connectivity to regional freight corridors.

Task 3 – Infrastructure Phasing Strategy

Consultant shall prepare a phased infrastructure implementation strategy that:

- prioritizes infrastructure investments capable of supporting industrial development readiness;
- identifies logical sequencing of water, wastewater, roadway, stormwater, and utility infrastructure improvements;
- evaluates infrastructure phases based on development potential, cost efficiency, constructability, and economic impact;
- evaluates how environmental review and potential environmental constraints may affect the timing, cost, feasibility, and sequencing of each infrastructure phase;
- identifies infrastructure trigger points for future phases;
- Identifies connectivity of phases into a single system;
- coordinates recommendations with existing and anticipated public infrastructure investments;
- integrates environmental review, clearance requirements, and BNSF site-certification considerations;
- incorporates planning-level cost estimates for each phase.

Task 4 – Environmental Review and Clearance

Consultant shall complete environmental due diligence for the entire TEDD Study Area including:

- a Phase 1 Environmental Site Assessment by a qualified environmental professional;
- environmental review that satisfies applicable U.S. EPA and U.S. EDA project funding requirements, MEPA, NEPA, State of Montana project funding requirements, and BNSF site-certification requirements;
- evaluate how environmental findings and clearance requirements may affect the timing, cost, feasibility, and sequencing of each recommended infrastructure phase;
- incorporate environmental review and clearance considerations into the final phased infrastructure implementation strategy.

Deliverables

Consultant shall identify “early action” infrastructure projects that can reasonably be implemented within the near term to support marketable industrial development sites and private investment attraction efforts.

Midpoint, provide an interim report to the Lockwood TEDD Advisory Board of:

- Existing Conditions Memo;
- Preliminary Phasing Matrix;
- Draft Infrastructure Priorities Map;
- Community Engagement – host a local property owner informational/educational meeting

Completion

- Existing Conditions and Findings Memorandum;
- Infrastructure Phasing Matrix;
- Development Readiness Mapping;

- Phase 1 Environmental Site Assessment;
- Environmental Review and Clearance Memorandum for entire TEDD Study Area;
- Planning-Level Cost Estimates by Phase;
- Infrastructure Prioritization Recommendations;
- Final Phased Infrastructure Implementation Strategy Memorandum;
- Presentation to the TEDD Advisory Board and Yellowstone County Commissioners.

The County encourages efficient use of previously completed planning documents and available technical information to avoid duplication of prior work.

Planning-level opinion-of-probable-cost estimates by infrastructure phase are sufficient for purposes of this project.

B.O.C.C. Regular

3. a.

Meeting Date: 08/11/2026

Title: Invitation to Bid - MetraPark Bench Boulevard Exit

Submitted By: Erika Guy

TOPIC:

Invitation to Bid - MetraPark Bench Boulevard Exit

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

Planset

MetraPark Bench Blvd Exit Project Manual

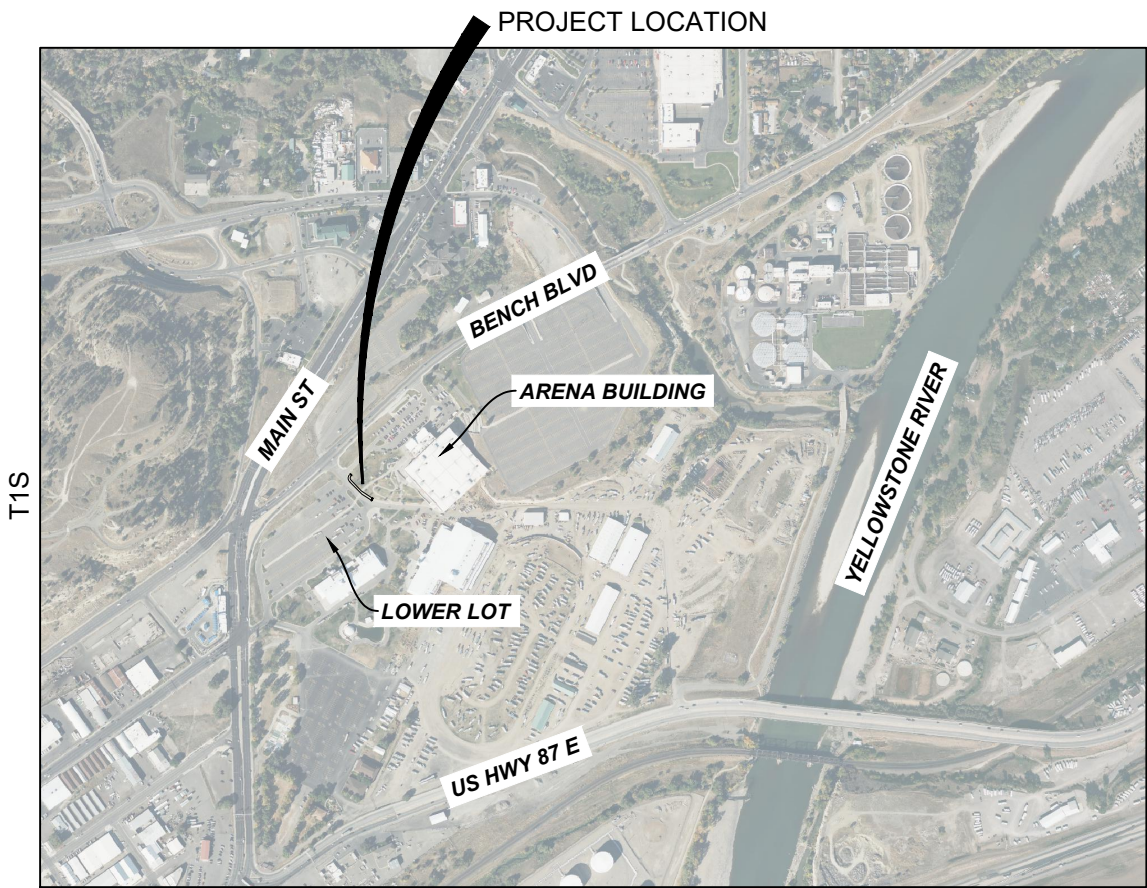
Engineer's Estimate

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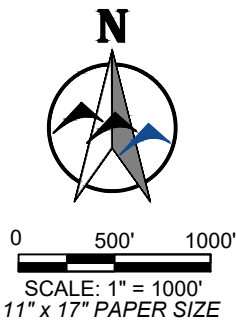
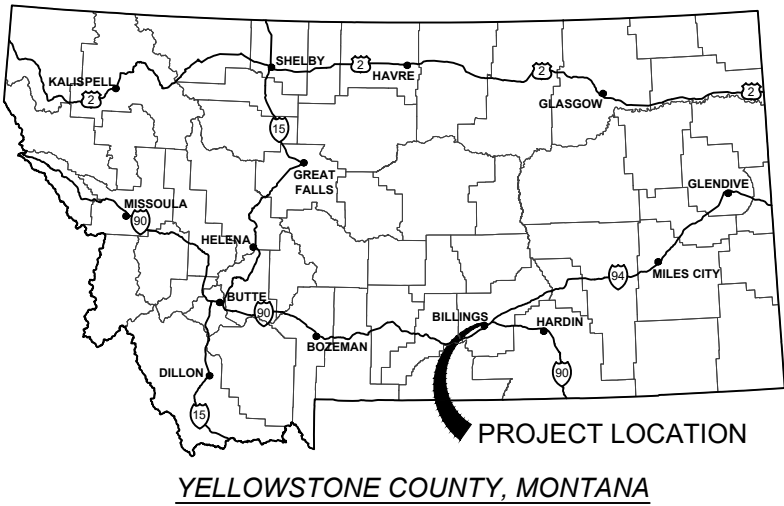
CONSTRUCTION DRAWINGS

YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT

Sheet List Table	
Sheet Number	Sheet Title
1	COVER
2	GENERAL NOTES
3	DEMO SHEET
4	GRADING SHEET
5	GRADING SHEET
6	PROPOSED STORM
7	STRIPING SHEET
8	PIN-DOWN CURB DETAIL



R26E
LOCATION MAP



BID SET

PREPARED FOR:

YELLOWSTONE COUNTY

217 N 27TH ST
BILLINGS, 59101

PREPARED BY:

 WWC ENGINEERING

550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

DESIGNED BY: JMD

DRAWN BY: JMD

CHECKED BY: GTR

DATE: 8/6/2026

PROJECT NO. 2025-086

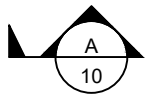
NO.	REVISION	BY	DATE

DRAWING NO.
1

GENERAL CONSTRUCTION NOTES

1. UNLESS SPECIFICALLY SHOWN ON THE DRAWINGS, ALL WORK SHALL CONFORM TO MPWSS, LATEST EDITION AND THESE PLANS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PERMITS REQUIRED AND CONSTRUCTION TESTING FOR CONSTRUCTION ACTIVITIES.
3. THE CONTRACTOR SHALL RESTORE ALL ROADWAY TO EQUAL OR BETTER CONDITION THAN EXISTED PRIOR TO CONSTRUCTION, AS DETERMINED BY THE OWNER AND THE ENGINEER.
4. THE LOCATION, DEPTH AND SIZE OF EXISTING UTILITIES SHOWN ON THESE PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL FIELD VERIFY THE EXISTENCE, LOCATION, DEPTH, SIZE, LINE AND GRADE OF EXISTING UTILITY CONNECTIONS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGE TO THE EXISTING FACILITIES DUE TO FAILURE TO LOCATE OR PROVIDE PROPER PROTECTION WHEN LOCATION IS KNOWN.
5. THE CONTRACTOR SHALL SUPPLY ALL NECESSARY FITTINGS, COUPLINGS AND SPOOL PIECES FOR CONNECTING NEW UTILITIES TO EXISTING UTILITIES. THESE PLANS MAY NOT SHOW ALL REQUIRED COMPONENTS FOR MAKING THE CONNECTIONS.
6. ALL BACKFILL FOR UTILITY TRENCHES SHALL BE TYPE "A," UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER. SPECIFIED BEDDING SHALL BE FROM 4" BENEATH THE PIPE TO 6" ABOVE THE TOP OF PIPE (SEE MPWSS STANDARD DRAWING 02221-1). THE COST OF THIS ADDITIONAL BEDDING SHALL BE INCLUDED IN THE UNIT PRICE BID.
7. PIPE BEDDING (TYPE 1) AND TRENCH BACKFILL (TYPE B) SHALL BE IN ACCORDANCE WITH MPW STANDARD SPECIFICATION 02221, STANDARD DRAWING 02221-1.
8. THE CONTRACTOR IS RESPONSIBLE FOR CONTROLLING DUST AND EROSION DURING CONSTRUCTION AT CONTRACTOR'S EXPENSE. EROSION SHALL BE CONTROLLED IN ACCORDANCE WITH MONTANA DEPARTMENT OF ENVIRONMENTAL QUALITY REGULATIONS.
9. ALL PROFILES REPRESENT EXISTING GROUND (DASHED LINE) AND FINISHED GRADE (SOLID LINE) ALONG THE ALIGNMENTS INDICATED ON THE PLANS. ELEVATIONS ARE FINISHED GROUND ELEVATIONS.
10. ALL DISTURBED AREAS SHALL BE SEEDED BY THE CONTRACTOR USING A SEED MIX APPROVED BY THE OWNER OR THE LOCAL USDA OFFICE.
11. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATION OF UTILITY (PHONE/POWER/CATV) INSTALLATION WITH LOCAL UTILITY COMPANIES.
12. THE CONTRACTOR SHALL NOTIFY ONE CALL @ 1-800-424-5555 FOR ONSITE UTILITY LOCATION. ALL EXISTING UTILITIES SHALL BE MARKED BEFORE DIGGING.
13. THE CONTRACTOR SHALL MAINTAIN SERVICE OF ALL EXISTING UTILITIES. IF SAID SERVICE IS DAMAGED, THE CONTRACTOR SHALL IMMEDIATELY REPAIR THE DAMAGE AT THE CONTRACTOR'S EXPENSE.
14. THE CONTRACTOR SHALL NOTIFY THE ENGINEER A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
15. ALL UTILITY CONDUITS FOR IRRIGATION, ELECTRICAL, GAS, PHONE, CATV, ETC. SHALL BE BURIED A MINIMUM 24" FROM FINISHED GRADE WITH TYPE A BACKFILL, UTILIZING TYPE 1 BEDDING, UNLESS DIRECTED OTHERWISE BY ENGINEER.
16. IF THE CONTRACTOR DETERMINES THE NEED TO DISTURB MORE THAN 1.0 ACRE DURING THE CONSTRUCTION OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING AN MPDES PERMIT AND COMPLYING WITH ALL TERMS OF THE PERMIT. NO SEPARATE PAYMENT WILL BE MADE FOR THIS WORK.
17. QUANTITIES SHOWN IN THESE PLANS ARE FOR INFORMATIONAL PURPOSES ONLY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING ACTUAL QUANTITIES.

DRAWING NOTATION



INDICATES CROSS SECTION LOCATION. "A" REFERS TO THE CROSS SECTION DESIGNATION. "10" REFERS TO THE SHEET NUMBER WHERE THE SECTION IS CUT OR SHOWN.



INDICATES DETAIL LOCATION. "1" REFERS TO THE DETAIL DESIGNATION. "12" REFERS TO THE SHEET NUMBER WHERE THE DETAIL IS INDICATED OR SHOWN.

ABBREVIATIONS

ACI	AMERICAN CONCRETE INSTITUTE	HWY	HIGHWAY
BAR	REBAR	INV	INVERT ELEVATION
BMP	BEST MANAGEMENT PRACTICES	LF	LINEAR FEET
BOT	BOTTOM	MH	MANHOLE
BVC	BEGIN VERTICAL CURVE	MJ	MECHANICAL JOINT
CFS	CUBIC FEET PER SECOND	O.C.	ON CENTER
CL	CENTERLINE	O.C.E.F.	ON CENTER EACH FACE
CMP	CORRUGATED METAL PIPE	OHP	OVERHEAD POWER
CONC	CONCRETE OR CONCENTRIC	PI	POINT OF INTERSECTION
CP	CONTROL POINT	POT	POINT ON TANGENT
CSP	CORRUGATED STEEL PIPE	PS	PIPE SUPPORT
CTR	CENTER	PT	POINT, POINT OF TANGENCY
CU FT	CUBIC FEET	PVC	POLYVINYL CHLORIDE
CULV	CULVERT	PWR	POWER
DI	DUCTILE IRON OR DRAIN INLET	RCP	REINFORCED CONCRETE PIPE
DIA	DIAMETER	R/W OR ROW	RIGHT OF WAY
EA	EACH	SAN	SANITARY
E.F.	EACH FACE	SST	STAINLESS STEEL
EL, ELEV	ELEVATION	STA	STATION
EOP	EDGE OF PAVEMENT	TBC	TOP BACK OF CURB
EVC	END VERTICAL CURVE	TYP	TYPICAL
FT	FOOT OR FEET	UG	UNDERGROUND
GPM	GALLONS PER MINUTE	WTR	WATER
HP	HORSEPOWER		

BLOCK LEGEND

EXISTING	PROPOSED	EXISTING	PROPOSED	EXISTING	PROPOSED
	SANITARY SEWER MANHOLE		WATER VENT		FIBER OPTIC MANHOLE
	SANITARY SEWER CLEANOUT		WATER MANHOLE		FIBER OPTIC MARKER
	SANITARY SEWER CAP		WATER REDUCER		FIBER OPTIC PULL BOX
	SANITARY SEWER METER VAULT		WATER MARKER		FIBER OPTIC PEDESTAL
	SANITARY SEWER LIFT STATION		FIRE HYDRANT		FIBER OPTIC VAULT
	SANITARY SEWER FM (TEE)		WATER CURB STOP		NATURAL GAS MARKER
	SANITARY SEWER FM (11.25°)		WATER METER		NATURAL GAS METER
	SANITARY SEWER FM (22.5°)		WATER VAULT		NATURAL GAS VALVE
	SANITARY SEWER FM (45°)		WATER BOOSTER STATION		TELEPHONE MANHOLE
	SANITARY SEWER FM (90°)		WATER WELL		TELEPHONE MARKER
	SANITARY SEWER FM (CROSS)		WATER MONITORING WELL		TELEPHONE PULL BOX
	SANITARY SEWER FM FLANGE		WATER TEST STATION		TELEPHONE PEDESTAL
	SANITARY SEWER FM VALVE		CABLE TELEVISION MARKER		TELEPHONE VAULT
	SANITARY SEWER FM REDUCER		CABLE TELEVISION PULL BOX		TREE (DECIDUOUS)
	SANITARY SEWER FM BF PREV.		CABLE TELEVISION PEDESTAL		TREE (CONIFER)
	STORMWATER AREA INLET		CABLE TELEVISION VAULT		ADA RAMP
	STORMWATER COMBO INLET		POWER GUY ANCHOR		SIGN
	STORMWATER FLARED END		POWER GUY POLE		BOLLARD
	STORMWATER MANHOLE		POWER MANHOLE		MILEPOST
	STORMWATER PUMP STATION		POWER MARKER		CATTLE GUARD
	STORM SEWER HEAD WALL		ELECTRIC POWER METER		BORE LOCATION
	WATER FITTING BEND 11.25°		POWER POLE		PROP CORNER ALUMINUM CAP
	WATER FITTING BEND 22.5°		POWER TRANSFORMER		PROP CORNER BRASS CAP
	WATER FITTING BEND 45°		POWER VAULT		PROP CORNER CHISELED X
	WATER FITTING BEND 90°		STREET LIGHT		HIGHWAY ROW MONUMENT
	WATER FITTING CAP		IRRIGATION PULL BOX		PROP CORNER IRON PIPE
	WATER FITTING CROSS		IRRIGATION SPRINKLER HEAD		PROP CORNER LEAD & TACK
	WATER FITTING FLANGE		IRRIGATION VALVE		PROP CORNER REBAR
	WATER FITTING TEE		IRRIGATION VAULT		PROP CORNER STONE
	WATER FITTING VALVE				CONTROL POINT
					PROP CORNER PLASTIC CAP

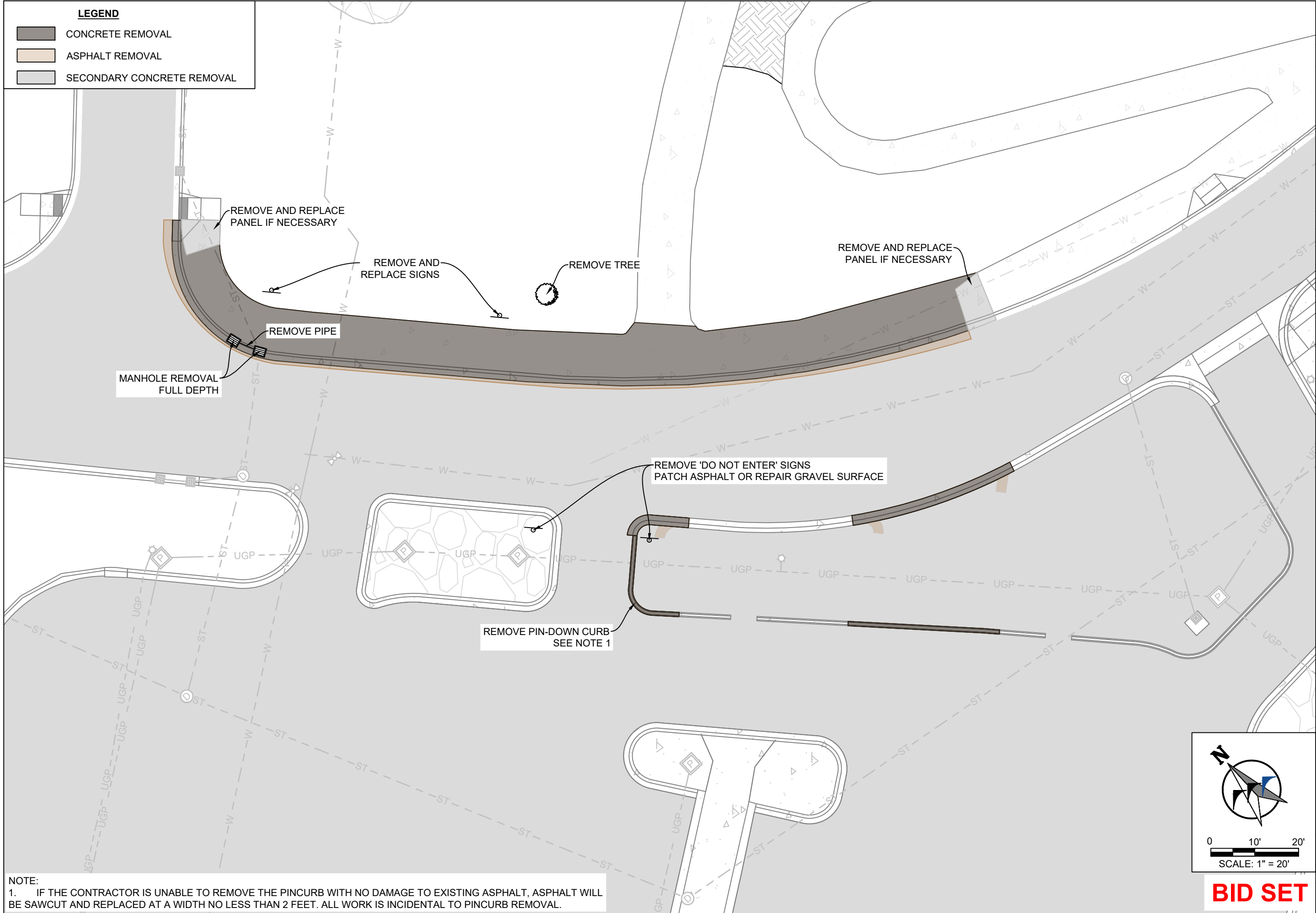
LINE STYLE LEGEND

EXISTING	PROPOSED	
		MAJOR CONTOUR
		MINOR CONTOUR
		OVERHEAD TELEPHONE
		OVERHEAD POWER
		NATURAL GAS
		IRRIGATION LINE
		FIBER OPTIC
		FORCEMAIN
		FENCE [CHAIN]
		FENCE [BARBED]
		FENCE [PRIVACY]
		FIRE LINE
		OVERHEAD TV
		RAW WATER
		SEWER
		STORM
		UNDERGROUND POWER
		UNDERGROUND TELEPHONE
		UNDERGROUND TV
		WATER

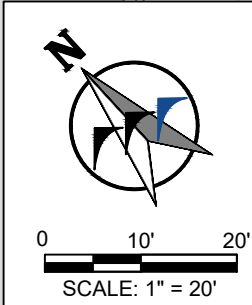
BID SET

DESIGNED BY: <u>JMD</u>			
DRAWN BY: <u>JMD</u>			
CHECKED BY: <u>GTR</u>			
DATE: <u>8/6/2026</u>			
SHEET			
2			
YELLOWSTONE COUNTY			
METRAPARK BENCH BLVD EXIT			
GENERAL NOTES			
YELLOWSTONE COUNTY, MONTANA			
PREPARED BY			
			
550 S. 24TH ST. W., SUITE 201			
BILLINGS, MT 59102			
(406) 894-2210			
www.wwcengineering.com			
PROJECT NO. 2025-086			
NO.			
REVISION			
BY			
DATE			

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NOTE:
1. IF THE CONTRACTOR IS UNABLE TO REMOVE THE PINCURB WITH NO DAMAGE TO EXISTING ASPHALT, ASPHALT WILL BE SAWCUT AND REPLACED AT A WIDTH NO LESS THAN 2 FEET. ALL WORK IS INCIDENTAL TO PINCURB REMOVAL.



BID SET

REVISION		NO.	BY	DATE

PROJECT NO. 2025-086

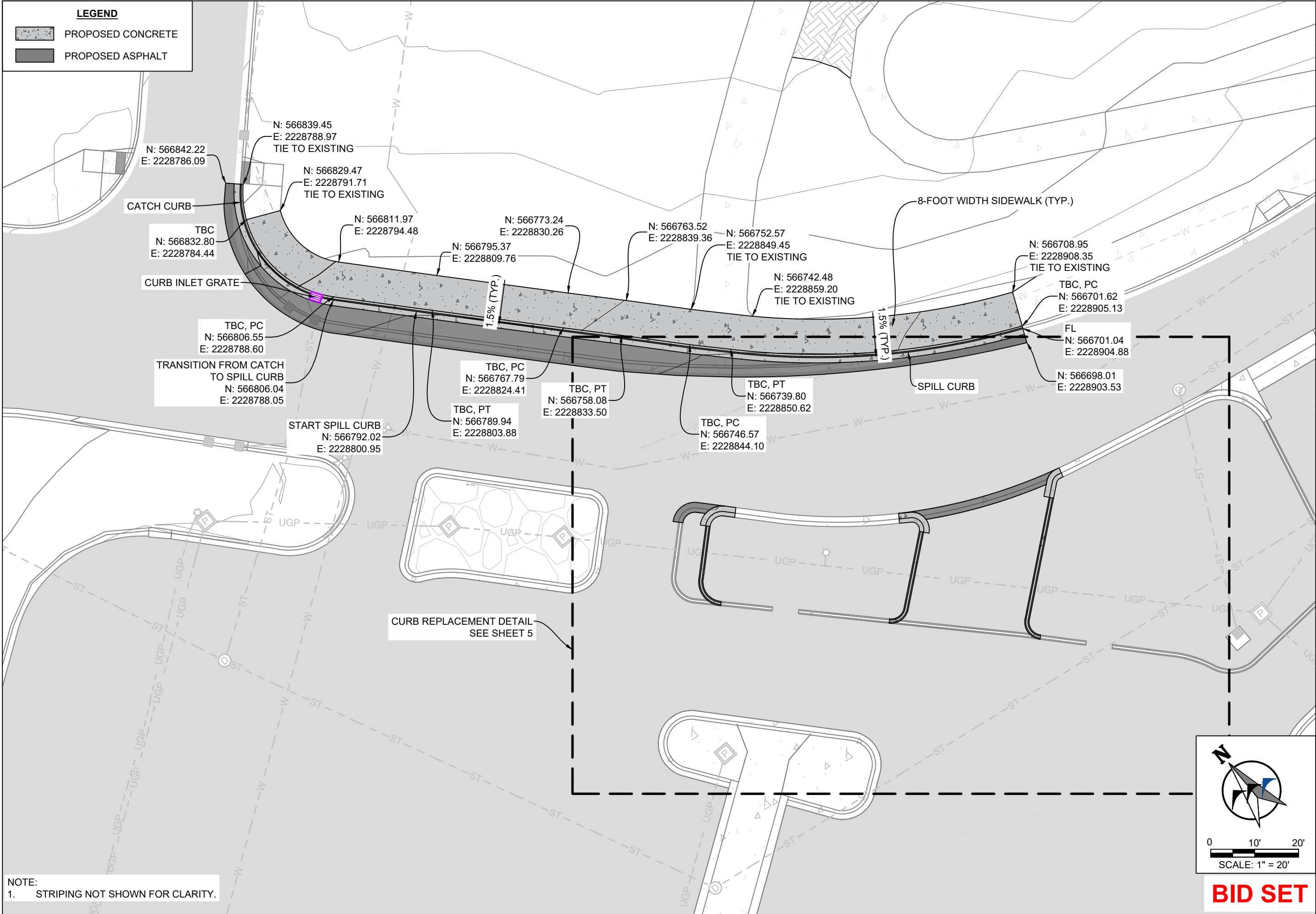
PREPARED BY **WWC** ENGINEERING
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
(406) 894-2210
www.wwcengineering.com

YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT
DEMO SHEET
YELLOWSTONE COUNTY, MONTANA

DESIGNED BY: JMD
DRAWN BY: JMD
CHECKED BY: GTR
DATE: 8/6/2026

SHEET
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YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT
GRADING SHEET
YELLOWSTONE COUNTY, MONTANA

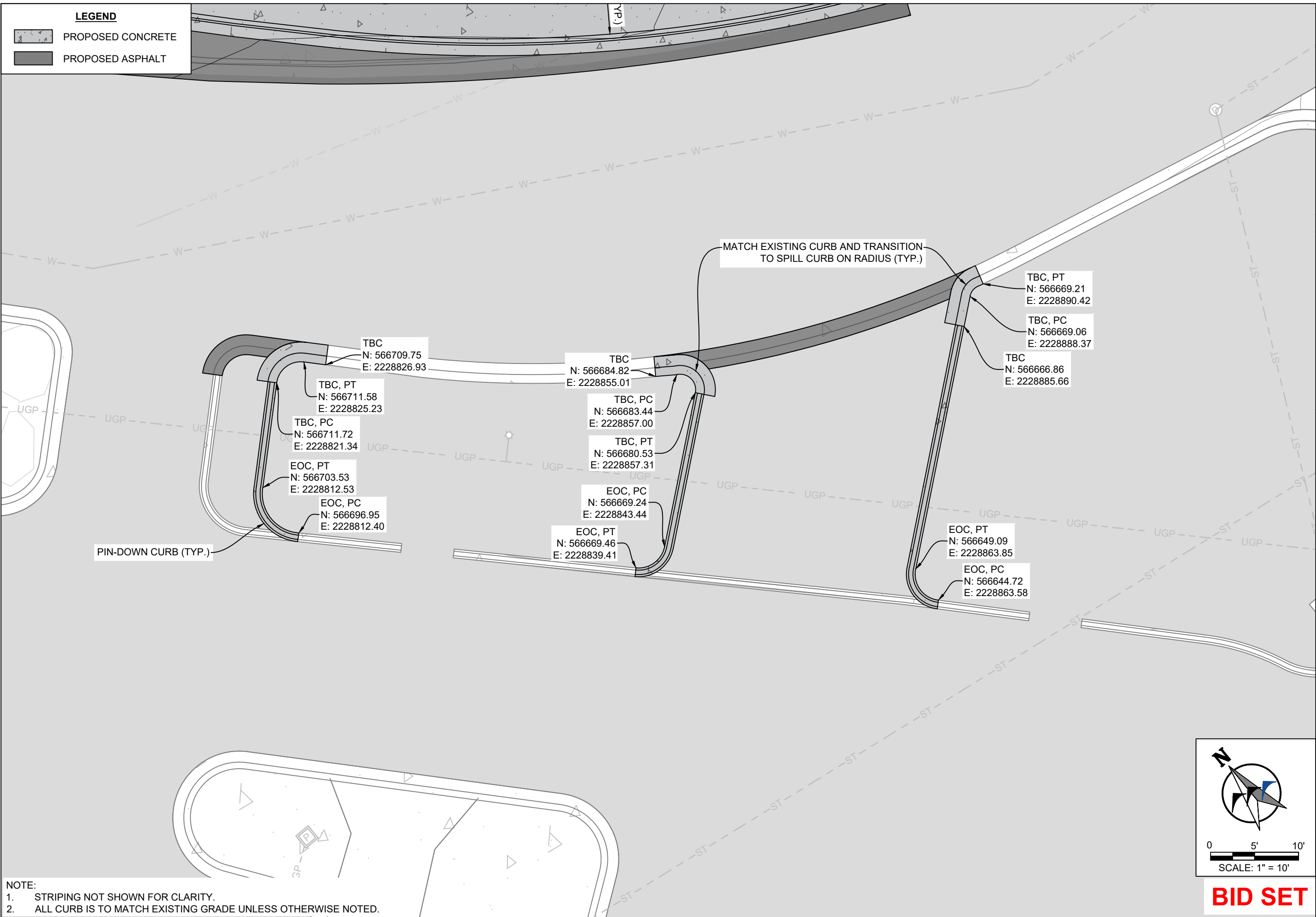
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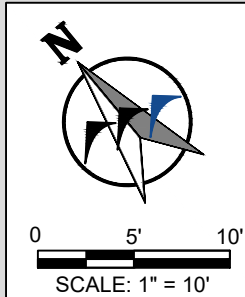
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PROPOSED CONCRETE

PROPOSED ASPHALT



- NOTE:
1. STRIPING NOT SHOWN FOR CLARITY.
 2. ALL CURB IS TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.



BID SET

YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT
GRADING SHEET
YELLOWSTONE COUNTY, MONTANA

DESIGNED BY: JMD
DRAWN BY: JMD
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DATE: 8/6/2026

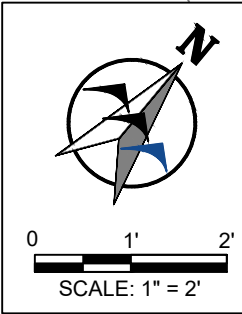
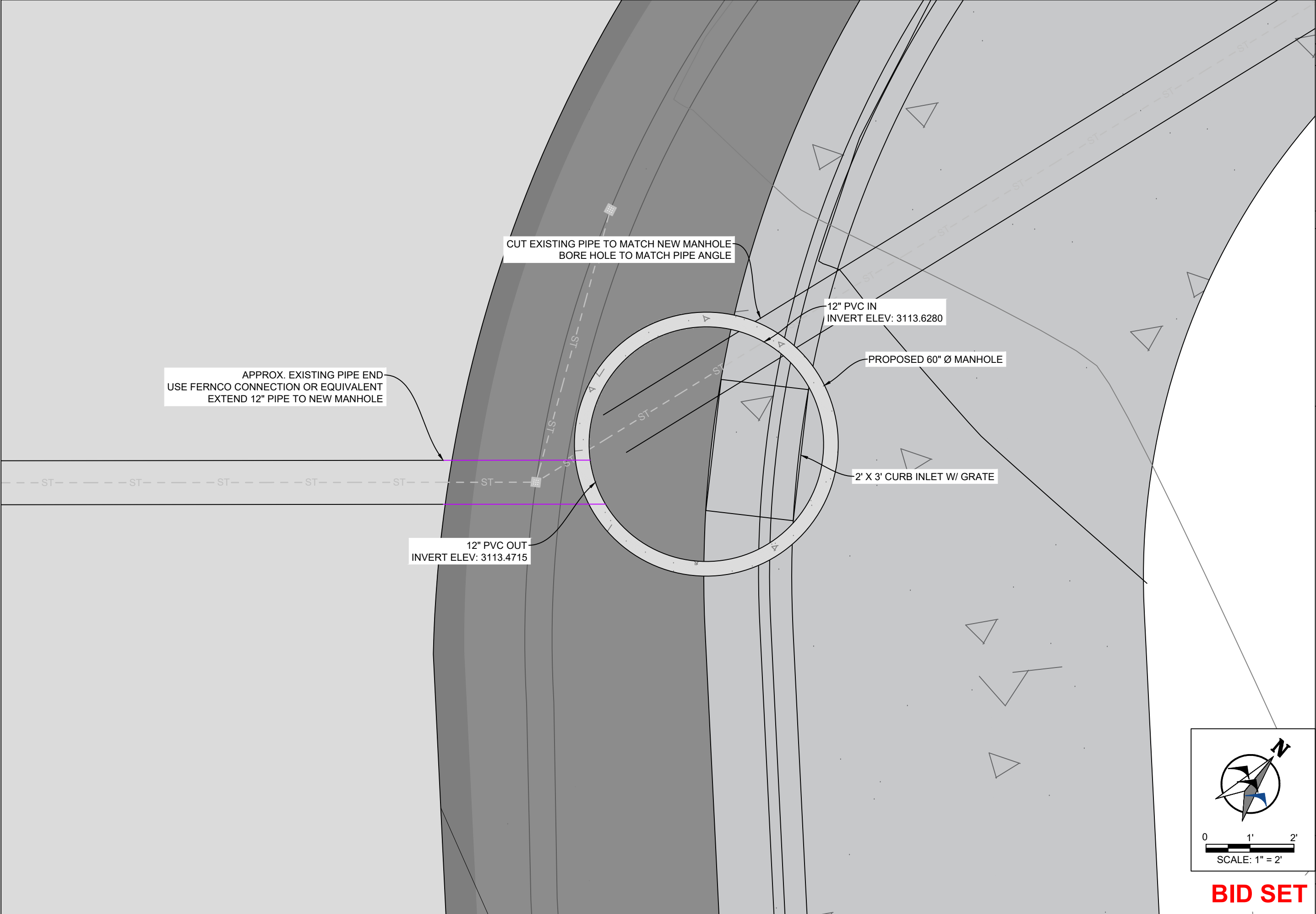
SHEET
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NO.	REVISION	BY	DATE

PROJECT NO. 2025-086

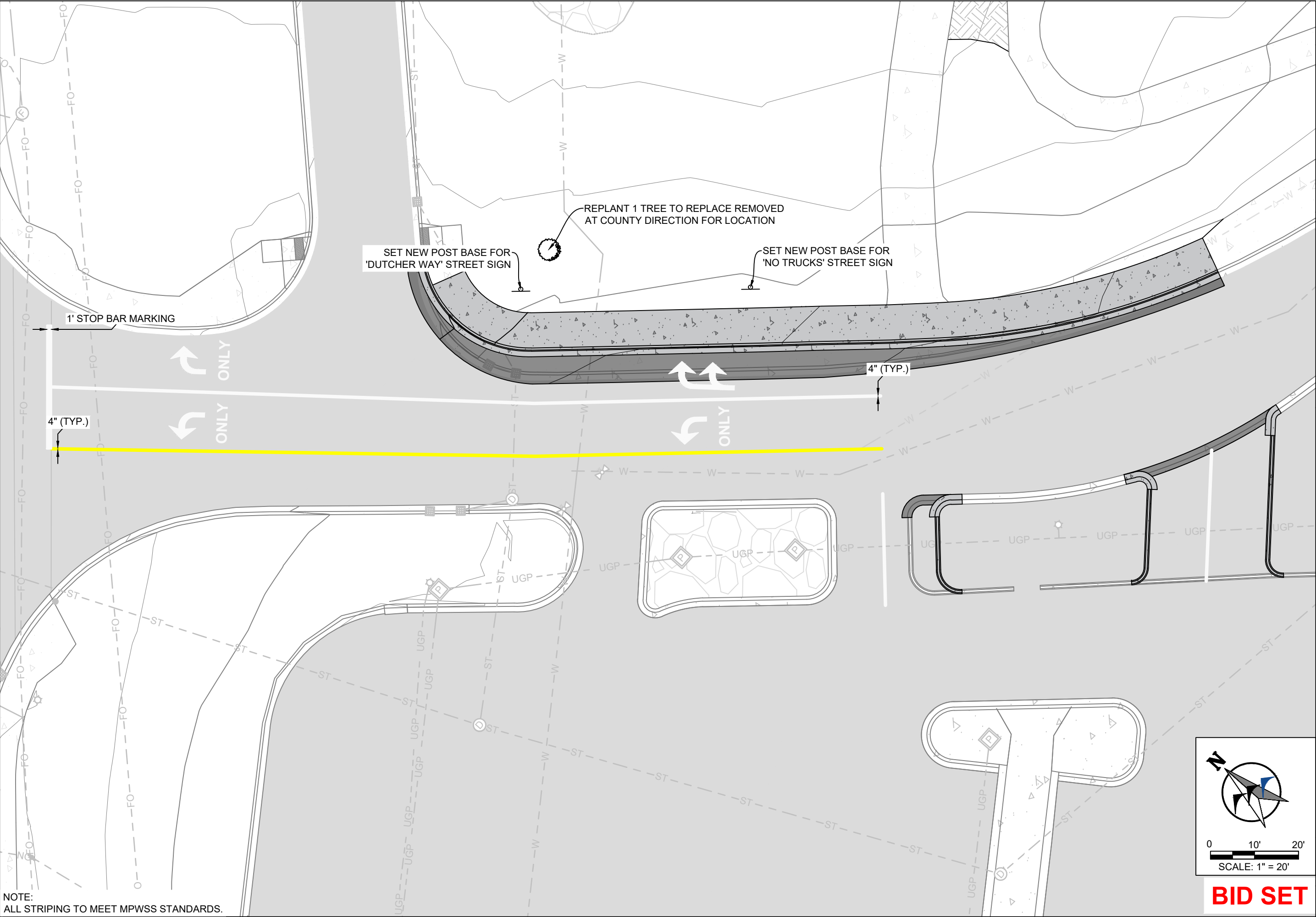
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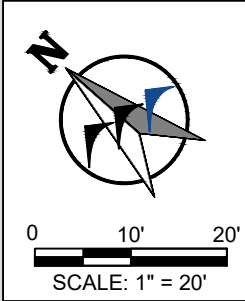
BID SET

DESIGNED BY: <u>JMD</u> DRAWN BY: <u>JMD</u> CHECKED BY: <u>GTR</u> DATE: <u>8/6/2026</u>		YELLOWSTONE COUNTY METRAPARK BENCH BLVD EXIT PROPOSED STORM YELLOWSTONE COUNTY, MONTANA	PREPARED BY  550 S. 24TH ST. W. SUITE 201 BILLINGS, MT 59102 (406) 894-2210 www.wwcengineering.com	NO. REVISION BY DATE

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NOTE:
ALL STRIPING TO MEET MPWSS STANDARDS.



BID SET

YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT
STRIPING SHEET
YELLOWSTONE COUNTY, MONTANA

DESIGNED BY: JMD
DRAWN BY: JMD
CHECKED BY: GTR
DATE: 8/6/2026

PREPARED BY

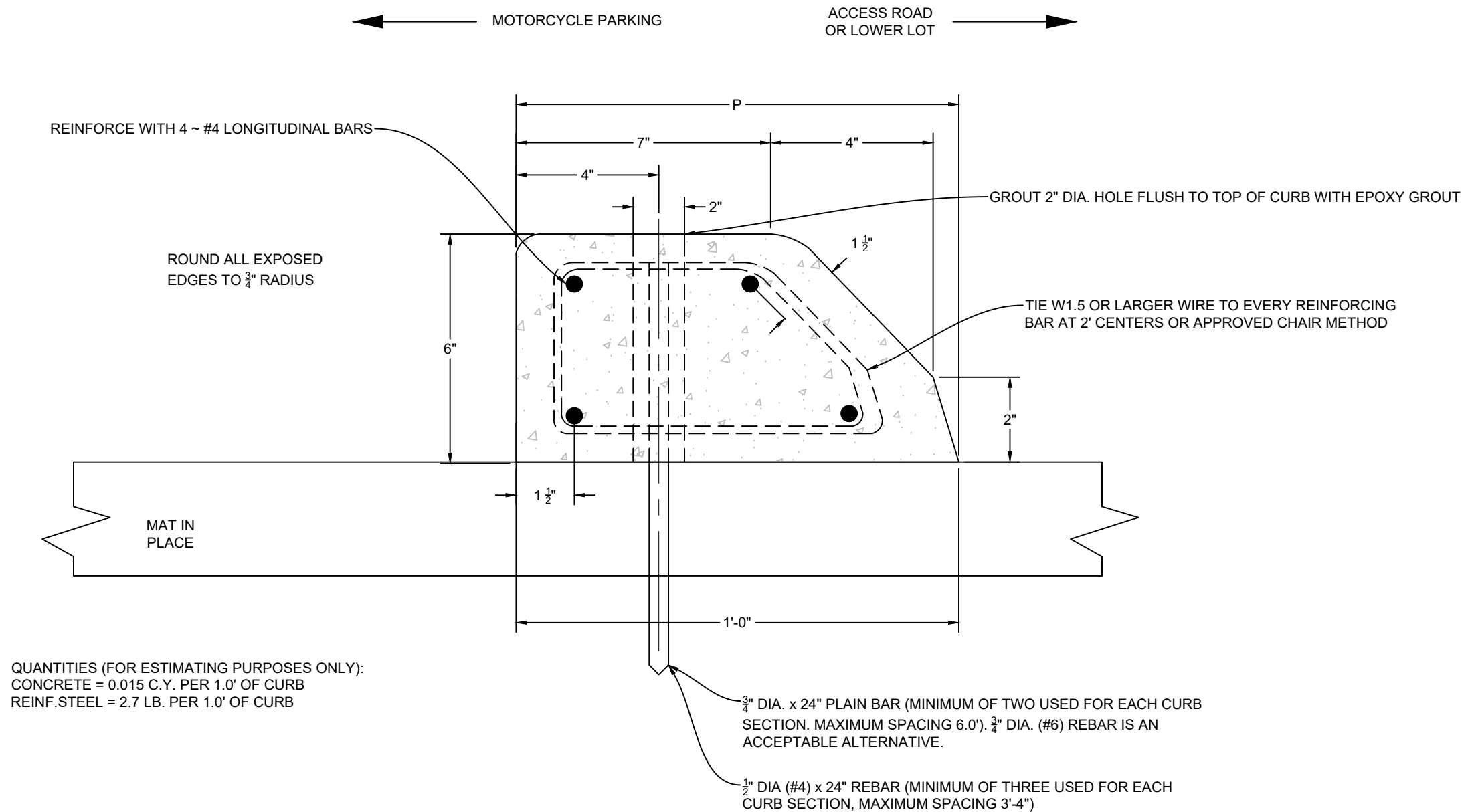
550 S. 24TH ST. W., SUITE 201
BILLINGS, MT 59102
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NO.	REVISION	BY	DATE

PROJECT NO. 2025-086

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1
8
PIN-DOWN CURB DETAIL
NOT TO SCALE

- CURBS MAY BE CONSTRUCTED USING ANY OF THE FOLLOWING THREE METHODS:
 - PRECAST
 - CAST IN PLACE
 - CONSTRUCTED BY THE USE OF AN APPROVED CURB FORMING OR SLIP FORM MACHINE.
- WHEN USING EITHER METHOD (2) OR (3), REINFORCING STEEL IS NOT REQUIRED, WITH THE EXCEPTION OF THE PINS. SCORE OR SAW CUT CURBS TO A DEPTH OF 1" TO FORM CONTRACTION JOINTS AT INTERVALS OF 10 FT OR LESS. EXTEND $\frac{1}{2}$ " MIN. WIDTH EXPANSION JOINTS COMPLETELY THROUGH CURB EVERY 100 FT (+/- 30 FT) AT INTERVALS EQUAL TO THE NEAREST MULTIPLE OF THE CONTRACTION JOINT INTERVAL AND FILL WITH PREFORMED EXPANSION JOINT FILLER.
- FORM PRECAST CURBS IN THEIR INVERTED POSITION, IN LENGTHS NOT LESS THAN 4 FT OR MORE THAN 10 FT.

MATERIAL:

- CONSTRUCT CURBS WITH CONCRETE PER MPWSS SECTION 02528
- EPOXY BINDER FOR GROUTING MUST MEET THE REQUIREMENTS OF AASHTO M 235 OR ASTM C 881

PREPARED BY
WWC ENGINEERING
550 S. 24TH ST. W., SUITE 201
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(406) 894-2210
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YELLOWSTONE COUNTY
METRAPARK BENCH BLVD EXIT
PIN-DOWN CURB DETAIL
YELLOWSTONE COUNTY, MONTANA

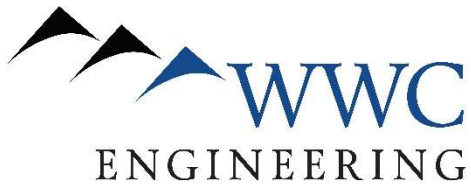
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BID SET

PROJECT NO. 2025-086

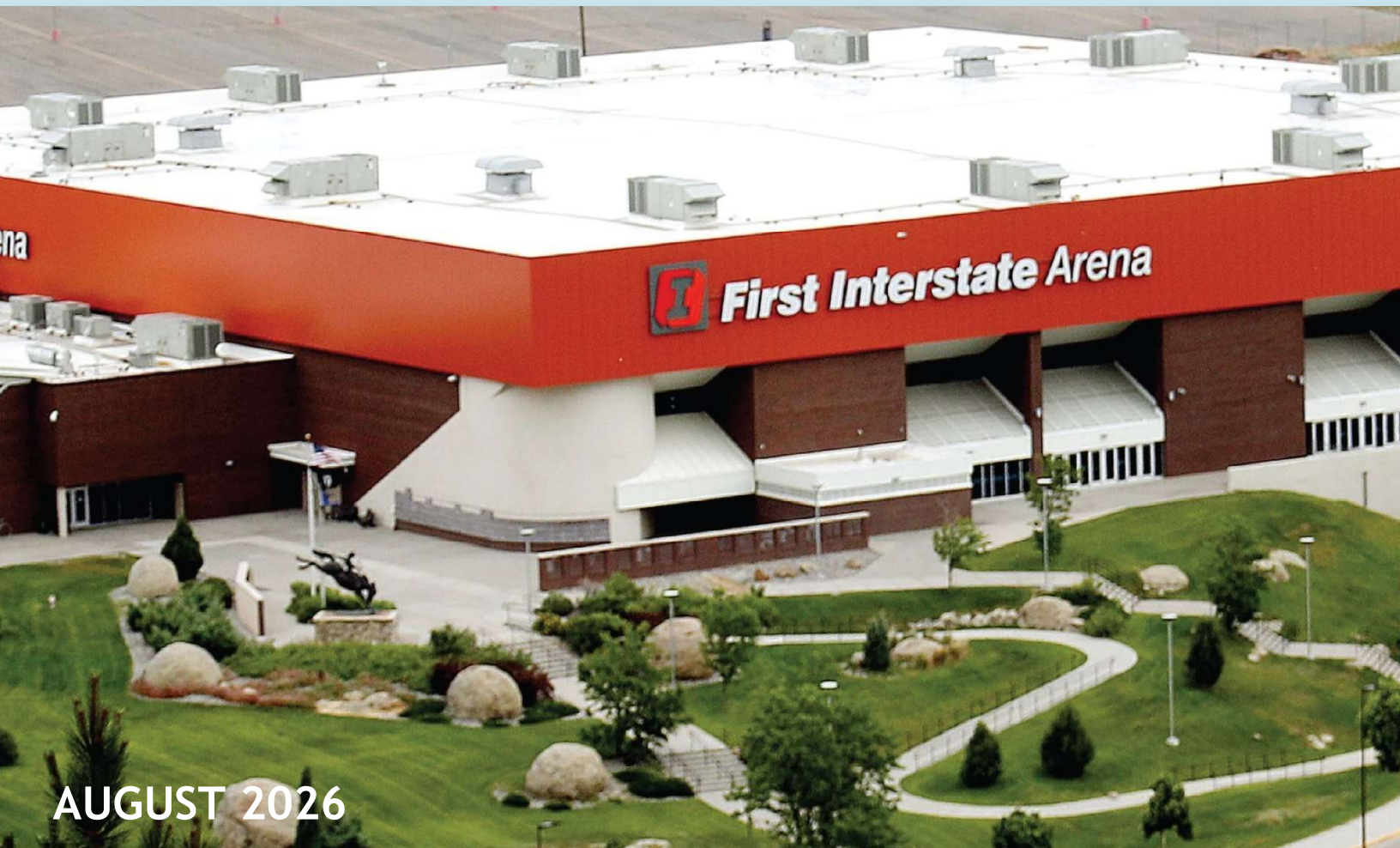
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Project Manual

MetraPark Bench Boulevard Exit

Construction Project



METRAPARK

MONTANA'S ENTERTAINMENT & TRADE CENTER

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CONSTRUCTION DRAWINGS

DIVISION 0 – BIDDING AND CONTRACT REQUIREMENTS
SECTION 00100 INVITATION TO BID

Separate sealed bids for construction of the MetraPark Bench Boulevard Exit Construction Project will be received by Yellowstone County, Montana at Yellowstone County Commissioner's Office, 2825 3rd Ave N, Billings, MT until 5 pm local time on August 31, 2026 and then publicly opened and read aloud on September 1, 2026 at the Board of County Commissioners meeting.

The project consists of grading, construction of a right-turn lane to include roadway widening, curb and gutter replacement, pin curb replacement, sidewalk improvements, storm drainage modifications, and associated site improvements at MetraPark.

Five (5) copies of the bid (1 original, 4 copies) must be submitted.

Digital copies of the Bidding Documents including Drawings and the Project Manual are available at Billings Builder's Exchange.

There will be a Pre-Bid Conference at the office of WWC Engineering, 550 S 24th St W Suite 201, Billings, MT, on August 19 at 10 am local time. Interested Contractors are highly encouraged to attend.

All questions shall be submitted by August 24 at 5 pm local time.

CONTRACTOR and any of the CONTRACTOR'S Subcontractors bidding or doing work on this project will be required to be registered with the Montana Department of Labor and Industry (DLI). Forms for registration are available from the Department of Labor and Industry, PO Box 8011, 1805 Prospect, Helena MT 59604-8011. Information on registration can be obtained by calling (406) 444-7734. All laborers and mechanics employed by Contractor or Subcontractors in performance of the construction work shall be paid wages at rates as required. The Contractor must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex, or national origin.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to Yellowstone County, MT, in an amount not less than ten percent (10%) of the total amount of the bid. Successful Bidders shall furnish an approved Performance Bond and a Labor and Materials Payment Bond, each in the amount of one hundred percent (100%) of the contract amount. Insurance, as required, shall be provided by the successful Bidder(s) and a certificate(s) of that insurance shall be provided.

Award of the project will be contingent upon approval from Yellowstone County Commissioners.

Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders.

The Montana 1% Gross Receipts Tax applies to this project.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

Information regarding the project specifications should be addressed to Greg Reid at (406) 894-2210 or emailed to greid@wwcengineering.com.

Questions related to the bidding procedure should be addressed to Tim Goodridge at (406) 256-2414 or emailed to tgoodridge@metrapark.com.

Yellowstone County, Montana is an Equal Opportunity Employer.

Published at Yellowstone County News, Montana, this 14 day of August, 2026.

Published at Yellowstone County News, Montana, this 21 day of August, 2026.

Published at Yellowstone County News, Montana, this 28 day of August, 2026.

(Title)

(Address)

END OF SECTION 00100

MetraPark Bench Boulevard Exit Construction Project

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana is currently soliciting bids from qualified firms to provide grading, construction of a right-turn lane to include roadway widening, curb and gutter replacement, pin curb replacement, sidewalk improvements, storm drainage modifications, and associated site improvements located at MetraPark in Billings, MT.

All bids must be labeled "MetraPark Bench Boulevard Exit Construction Project" and will be received at the Yellowstone County Commissioner's Office, 316 N 26th Room 3101, Billings, MT until 5 pm local time on August 31, 2026 and then publicly opened and read aloud on September 1, 2026 at the Board of County Commissioners meeting. Bids received after the aforementioned time and date will not be considered.

Five (5) copies of the bid (1 original, 4 copies) must be submitted.

Digital copies of the Bidding Documents including Drawings and the Project Manual are available at Billings Builder's Exchange.

A Pre-Bid Conference will be held at the office of WWC Engineering, 550 S 24th St W Suite 201, Billings, MT, on August 19 at 10 am local time. Interested Contractors are highly encouraged to attend.

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Award of the project will be contingent upon receiving funding and award concurrence from Yellowstone County Commissioners.

Bids may only be withdrawn as provided in Article 15 of the Instructions to Bidders.

The Montana 1% Gross Receipts Tax applies to this project.

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period not to exceed sixty (60) days, and to accept the lowest responsive and responsible bid that is in the best interest of the Owner.

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INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.04 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.05 *Electronic Documents*
- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader or later versions. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the

Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.

- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.056.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

ARTICLE 3—QUALIFICATIONS OF BIDDERS

3.01 To demonstrate Bidder's qualifications to perform the Work, after submitting its Bid and within seven (7) days of Owner's request, Bidder must submit the following information:

- A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.
- B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.
- C. Bidder's state or other contractor license number, if applicable.
- D. Subcontractor and Supplier qualification information.
- E. Other required information regarding qualifications.

~~3.02 Bidder is to submit the following information with its Bid to demonstrate Bidder's qualificationsto perform the Work:~~

- ~~A. Written evidence establishing its qualifications such as financial data, previous experience, and present commitments.~~
- ~~B. A written statement that Bidder is authorized to do business in the state where the Project is located, or a written certification that Bidder will obtain such authority prior to the Effective Date of the Contract.~~
- ~~C. Bidder's state or other contractor license number, if applicable.~~
- ~~D. Subcontractor and Supplier qualification information.~~
- ~~E. Other required information regarding qualifications.~~

3.03 A Bidder's failure to submit required qualification information within the times indicated maydisqualify Bidder from receiving an award of the Contract.

3.04 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement or Invitation to Bid. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

- B. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

- C. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05 of the General Conditions, and not in the drawings referred to in Paragraph 5.02.A of these Instructions to Bidders. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference:
 - 1. Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that Engineer has used in preparing the Bidding Documents.
 - 2. Those drawings of physical conditions in or relating to existing surface and subsurface structures at or contiguous to the Site (except Underground Facilities) that Engineer has used in preparing the Bidding documents.

Owner will make copies of these other Site-related documents available to any Bidder on request.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. A Site visit is not scheduled at this time.
- B. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- D. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.

- E. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- F. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program. If an Owner safety program exists, it will be noted in the Supplementary Conditions.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing.
- 7.03 Interpretations or clarifications considered necessary by Engineer in response to such questions will be issued by Addenda delivered to all registered plan holders. Questions received less than seven days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10%) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited, in whole in the case of a penal sum bid bond, and to the extent of Owner's damages in the case of a damages-form bond. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 7 days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, application for such acceptance may not be made to and will not be considered by Engineer until after the Effective Date of the Contract.

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers proposed for portions of the Work within seven days after Bid opening.
- 11.02 If requested by Owner, such list must be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor or Supplier. If Owner or Engineer, after due investigation, has reasonable objection to any proposed Subcontractor or Supplier, Owner may, before the Notice of Award is given, request apparent Successful Bidder to submit an acceptable substitute, in which case apparent Successful Bidder will submit a substitute, Bidder’s Bid price will be increased (or decreased) by the difference in cost occasioned by such substitution, and Owner may consider such price adjustment in evaluating Bids and making the Contract award.
- 11.03 If apparent Successful Bidder declines to make any such substitution, Owner may award the Contract to the next lowest Bidder that proposes to use acceptable Subcontractors and Suppliers. Declining to make requested substitutions will constitute grounds for forfeiture of the Bid security of any Bidder. Any Subcontractor or Supplier, so listed and against which Owner or Engineer makes no written objection prior to the giving of the Notice of Award will be deemed acceptable to Owner and Engineer subject to subsequent revocation of such acceptance as provided in Paragraph 7.07 of the General Conditions.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder's name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in the state where the Project is located, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.
- 12.12 If Bidder is required to be licensed to submit a Bid or perform the Work in the state where the Project is located, the Bid must contain evidence of Bidder's licensure, or Bidder must certify in writing that it will obtain such licensure within the time for acceptance of Bids and attach such certification to the Bid. Bidder's state contractor license number, if any, must also be shown on the Bid Form.

ARTICLE 13—BASIS OF BID

~~13.01—Lump Sum~~

~~A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.~~

~~13.02—Base Bid with Alternates~~

~~A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to or deleted from the base Bid if Owner selects the alternate.~~

~~B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form.~~

~~13.03—Sectional Bids~~

~~A. Bidders may submit a Bid on any individual section or any combination of sections, as set forth in the Bid Form.~~

- ~~B. Submission of a Bid on any section signifies Bidder's willingness to enter into a Contract for that section alone at the price offered.~~
- ~~C. If Bidder submits Bids on individual sections and a Bid based on a combination of those sections, such combined Bid need not be the sum of the Bids on the individual sections.~~
- ~~D. Bidders offering a Bid on one or more sections must be capable of completing the Work covered by those sections within the time period stated in the Agreement.~~

13.04 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

13.05 *Allowances*

- A. For cash allowances the Bid price must include such amounts as the Bidder deems proper for Contractor's overhead, costs, profit, and other expenses on account of cash allowances, if any, named in the Contract Documents, in accordance with Paragraph 13.02.B of the General Conditions.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 The Bidding Documents shall include one separate unbound copy of the Bid Form, and, if required, the Bid Bond Form. The unbound copy of the Bid Form is to be completed and submitted with the Bid security and the other documents required to be submitted under the terms of Article 2 of the Bid Form.
- 14.02 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement or invitation to bid and must be enclosed in a plainly marked package with the Project title, and, if applicable, the designated portion of the Project for which the Bid is submitted, the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.03 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 24 hours after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned. Thereafter, if the Work is rebid, the Bidder will be disqualified from further bidding on the Work.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the advertisement or invitation to bid and, unless obviously non-responsive, read aloud publicly. An abstract of the amounts of the base Bids and major alternates, if any, will be made available to Bidders after the opening of Bids.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

18.05 *Evaluation of Bids*

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. ~~In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a "Base Bid plus alternates" budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.~~
 - C. For determination of the apparent low Bidder(s) when sectional bids are submitted, Bids will be compared on the basis of the aggregate of the Bids for separate sections and the Bids for combined sections that result in the lowest total amount for all of the Work.
 - D. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.
- 18.07 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS, INSURANCE, AND TAX

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to performance and payment bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing bid bonds as part of the bidding process.
- 19.03 All Contractors are reminded that one percent (1%) of the total Contract sum will be withheld from all payments due to Contractors according to State Statute Title 15 Chapter 50 M.C.A.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 10 days

thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—STATE LAWS AND REGULATIONS

All applicable laws, ordinances and the rules and regulations of authorities have jurisdiction over construction of the project shall apply to the Contract throughout. State laws and ordinances which the Contractor must comply with, include but are not limited to, those involving workers compensation insurance, contractor registration, employment preference to Montana contractors and Montana residents, and gross receipts tax.

END OF SECTION

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

MetraPark Bench Boulevard Exit Construction Project

(Name of Project)

Billings, MT

(Location)

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security.
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids.
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids.
- D. Contractor's certification regarding debarment.
- E. Disadvantaged Business Enterprise Utilization documents.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

SEE FOLLOWING ATTACHED BID TAB

MetraPark Infrastructure Improvements Project
Bench Blvd Exit
Bid Form
Prepared by: WWC Engineering
August 6, 2026

Bid Item No.	Measure & Pay Section	Item Description	Unit	Quantity	Unit Cost	Total Cost
General Items						
101	00910	Mobilization/Demobilization	LS	1		
102	00910	Taxes, Bonds, Insurance	LS	1		
103	00910	Construction Traffic Control	LS	1		
104	00910	Construction Staking	LS	1		
105	00910	Seeding	LS	1		
106	00910	Tree Removal	EA	1		
107	00910	Tree Replacement	EA	1		
108	00910	Sprinkler System Restoration	LS	1		

Surfacing & Site Work						
109	00910	4" Asphalt Pavement - 16" Crushed Base	SY	109		
110	00910	BX1200 Geogrid & 6oz Non-woven Fabric	SY	109		
111	00910	Concrete Removal	SY	272		
112	00911	Asphalt Removal	SY	24		
113	00910	Combined Concrete Curb and Gutter	LF	219		
114	00910	Pindown Curb	LF	78		
115	00910	Concrete Sidewalk	SF	1440		
116	00910	4" Wide Painted Pavement Striping	LF	433		
117	00910	12" Wide Painted Pavement Striping	LF	28		
118	00910	Painted Pavement Marking Words or Symbols	EA	6		
119	00910	Remove and Reinstall Existing Sign with New Post	EA	2		

Stormwater						
120	00910	60" Dia. Stormwater Manhole with 2'x3' Inlet	LS	1		

					Total Construction Cost:	
--	--	--	--	--	---------------------------------	--

Total Bid in Words:	
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B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—TIME OF COMPLETION

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

5.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

5.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

5.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda: **[Add rows as needed. Bidder is to complete table.]**

Addendum Number	Addendum Date

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.

4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

6.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

BID BOND (PENAL SUM FORM)

Bidder Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Yellowstone County Address <i>(principal place of business)</i> : 2825 3 rd Ave N, Billings, MT 59101	Bid Project: MetraPark Bench Boulevard Exit Construction Project, Billings, Montana Bid Due Date: August 31, 2026
Bond Penal Sum: Date of Bond:	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</i>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between Yellowstone County, Montana ("Owner") and _____
("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Site grading and construction of future MetraPark Bench Boulevard Exit Construction Project.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project consists of grading, construction of a right-turn lane, roadway widening, curb and gutter replacement, sidewalk improvements, storm drainage modifications, and associated site improvements located at MetraPark in Billings, MT.

ARTICLE 3—ENGINEER

- 3.01 The Owner has retained WWC Engineering ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by WWC Engineering.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

- A. The Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 60 calendar days after the date when the Contract Times commence to run..

4.03 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also

recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion:* Contractor shall pay Owner \$1,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Completion of Remaining Work:* After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$1,500 for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

A. ~~For all Work other than Unit Price Work, a lump sum of \$_____.~~

~~All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.~~

B. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item).

EJCDC® C-520, Agreement between Owner and Contractor for Construction Contract.

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The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

- C. Total of Unit Price Work (subject to final Unit Price adjustment) \$_____.
- D. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment on or about the day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. **95** percent of the value of the Work completed (with the balance being retainage).
 - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion of the entire construction to be provided under the construction Contract Documents, Owner shall pay an amount sufficient to increase total payments to Contractor to percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

6.05 *Interest*

- A. All amounts not paid when due will bear interest at the rate of percent per annum.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Specifications as listed in the table of contents of the project manual.
 5. Drawings (not attached but incorporated by reference) with each sheet bearing the following general title: MetraPark Bench Boulevard Exit Construction Project.
 6. Drawings listed on the attached sheet index.
 7. Addenda (numbers ___to___, inclusive).
 8. Exhibits to this Agreement (enumerated as follows):
 - a. None
 9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond, if any.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including

Addenda.

2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph:

1. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. "Fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. "Collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. "Coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. The below sections are directly from the General Conditions:

ARTICLE 9—BONDS AND INSURANCE

9.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or Regulations, and must be issued and signed by a surety named in "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

9.02 Insurance—General Provisions

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and "Occupational Accident and Excess Employer's Indemnity Policies," are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.
- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required

insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.

- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.
- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.

N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

9.03 *Contractor's Insurance*

A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.

B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:

1. include at least the specific coverages required;
2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
5. include all necessary endorsements to support the stated requirements.

C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:

1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);
4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

9.04 *Builder's Risk and Other Property Insurance*

A. *Builder's Risk:* Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the

amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.

B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.

C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.

D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.

E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

9.05 *Property Losses; Subrogation*

A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.

2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.

B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.

1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.

C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.

D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

9.06 *Receipt and Application of Property Insurance Proceeds*

A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.

B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.

C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 10—CONTRACTOR’S RESPONSIBILITIES

10.18 Indemnification

A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.

B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers’ compensation acts, disability benefit acts, or other employee benefit acts.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

Contractor:

(typed or printed name of organization)

(typed or printed name of organization)

By: _____
(individual's signature)

By: _____
(individual's signature)

Date: _____
(date signed)

Date: _____
(date signed)

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address for giving notices:

Address for giving notices:

Designated Representative:

Designated Representative:

Name: _____
(typed or printed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Address:

Phone: _____

Phone: _____

Email: _____

Email: _____

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

PERFORMANCE BOND

Contractor Name: _____ Address <i>(principal place of business)</i> : _____ 	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: Yellowstone County Mailing address <i>(principal place of business)</i> : 2825 3 rd Ave N, Billings, MT 59101	Contract Description: Project: MetraPark Bench Boulevard Exit Construction Project, Billings, Montana Contract Price: _____ Effective Date of Contract: _____
Bond Bond Amount: _____ Date of Bond: _____ <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____	By: _____
<i>(Signature)</i>	<i>(Signature)(Attach Power of Attorney)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____	Attest: _____
<i>(Signature)</i>	<i>(Signature)</i>
Name: _____	Name: _____
<i>(Printed or typed)</i>	<i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows:

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: Yellowstone County Mailing address <i>(principal place of business)</i> : 2825 3 rd Ave N, Billings, MT 59101	Contract Description: Project: MetraPark Bench Boulevard Exit Construction Project, Billings, Montana Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i> 	<i>(Full formal name of Surety) (corporate seal)</i>
By: <i>(Signature)</i>	By: <i>(Signature)(Attach Power of Attorney)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
Attest: <i>(Signature)</i>	Attest: <i>(Signature)</i>
Name: <i>(Printed or typed)</i>	Name: <i>(Printed or typed)</i>
Title:	Title:
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. Definitions
 - 16.1. *Claim*—A written statement by the Claimant including at a minimum:
 - 16.1.1. The name of the Claimant;
 - 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
 - 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;

- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows:

STANDARD SPECIFICATIONS, AND GENERAL & SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

The Montana Public Works Standard Specifications (MPWSS), 7th edition (2021), Standard General Conditions (EJCDC C-700), and Supplementary Conditions (EJCDC C-800) are incorporated by reference. Project-specific Special Provisions that further clarify the construction contract are included in the Project Manual.

SPECIAL PROVISIONS

SECTION 00910

PROJECT SPECIFIC PROVISIONS

SP - 1. FORMAT

The specifications for this project include by reference the Montana Public Works Standard Specifications (MPWSS) Seventh Edition, April 2021. The MPWSS pages are not printed in this Project Manual but are made part of these Contract Documents and the Contractor must comply with any and all such regulations, unless modified herein. Copies of the MPWSS Document can be obtained from the Montana Contractor Association (MCA) located in Helena, MT. MCA can be contacted by phone at (406) 442-4162 for more information. The following Special Provisions include additional requirements that are specific to this project. In case of a conflict, the hierarchical order of precedence is as listed in MPWSS.

SP - 2. CONTRACT AND SCHEDULING

One (1) contract will be awarded for this project with all bid items contained in the bid forms found within this Project Manual.

The contract time allowed for this project is described in the Agreement form for this Contract.

SP - 3. SUBSTANTIAL COMPLETION

It is the responsibility of the Contractor to initially request the granting of Substantial Completion at a point in the project when it considers the project to be ready for its intended use. The date of Substantial Completion will generally be determined by the Engineer upon completion of, at a minimum of but not limited to, the following major project components which provide the Owner full beneficial use of the project area:

1. Installation, successful completion of testing, and acceptance of the right-turn lane, roadway widening, curb and gutter replacement, sidewalk improvements, storm drainage modifications, and associated site improvements;

The Engineer reserves the right to withhold the determination of Substantial Completion if there are questions that persist about completion or quality of improvements.

SP - 4. COPIES OF DOCUMENT

The Owner shall furnish to Contractor two printed copies of the Contract Documents (including one fully signed counterpart of the Agreement) and one electronic portable document format (PDF).

SP - 5. WORK HOURS

Work hours shall be as outlined in the Standard General Conditions and as adjusted herein. Normal work hours requiring engineering oversight shall be between 7 a.m. and 6 p.m. Monday through Friday excluding legal holidays. Legal Holidays include:

New Year's Day, Martin Luther King Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day.

The contractor may request, two working days in advance, approval from the Engineer to work Saturdays and/or Sundays. If work requiring engineering oversight is required outside of this timeframe, the costs of oversight by the Engineer shall be considered part of Contractor's liquidated damages and shall be at the rate of the Engineer's current Schedule of Charges on an hourly basis.

No work will be conducted between the hours of 8 p.m. and 7 a.m. Work may be completed outside of the accepted work times, if necessary, in case of emergencies or for the protection of equipment and finished work without prior written approval from the Owner and Engineer. The Contractor may complete work between 6 p.m. and 8 p.m. that does not require engineering oversight, such as site cleanup and staging of materials.

Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, or any legal holiday, resulting from actions caused by the Contractor (subcontractor scheduling, schedule concerns, inadequate planning, etc.). If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.01.E of the Standard General Conditions of the Construction Contract.

SP - 6. GEOTECHNICAL REPORT

A geotechnical report was not completed during the design phase for this project. A previous geotechnical report for the overall adjacent parking lot was completed, and the proposed road section matches information in that report. A single borehole log is provided adjacent to the proposed improvements to provide the Contractor with a representative outline of groundwater and site soils.

SP - 7. CONSTRUCTION LIMITS

The Contractor is required to confine construction activities within the limits of the project area, unless there are specifically identified construction or staging areas, and the Engineer shall determine if construction activities occurred outside of these limits. The designated construction area is shown on the Plans and is the area of the project that is awarded.

Unless specifically designated for removal, all trees, and other improvements in or adjacent to the project shall not be touched, trimmed, or injured. All restoration outside the limits of the construction areas shall be at the Contractor's expense.

Storage of materials for completion of the work shall occur within the project area. Materials will not be stored directly in front of the Pavilion, Expo, or any other Metra facility entrances and must be located in an area agreed upon by Metra staff prior to the Work. The MetraPark property will continue operation, and events will be held throughout the duration of the

project. It is the Contractor's responsibility to provide security for all equipment, tools, and materials at the property.

SP - 8. STORMWATER MANAGEMENT AND BMPS

The Contractor shall make note that this project is subject to Montana Department of Environmental Quality (MDEQ) Storm Water General Discharge Permit conditions but that a permit will not be required due to the limited size of the project. The Contractor is responsible for installation and maintenance of the erosion control structures. All Storm Water Management and Erosion Control, and BMPs for this project shall comply with the requirements set forth by Chapter 28, Billings Municipal City Code (BMCC) and in the general permit for Storm Water Discharges Associated with Construction Activity which can be obtained from MDEQ at: <http://www.deq.state.mt.us/wqinfo/MPDES/StormwaterConstruction.asp>

The Contractor's responsibilities regarding maintenance of erosion control structures, after final project acceptance, will be limited to the areas disturbed by the project only. The Contractor will not be responsible for erosion control beyond the disturbed areas of this project due to adjacent construction.

It is the Contractor's responsibility to document the extent of disruption due to construction activities directly related to this project. The documentation should include pictures with a date stamp that is concurrent with the date of final acceptance.

SP - 9. CONSTRUCTION STAKING

The Engineer will provide one-time staking for the project to include the demolition extents, curb and gutter, and storm drainage improvements. Additionally, the Engineer will provide project control points for the Contractor's use. Further staking outside of these points or re-staking of these points will be at the expense of the Contractor. Electronic data for the project will be provided to the Contractor for survey purposes. This electronic data will be utilized for grading. It is the responsibility of the Contractor to verify the accuracy of the survey data provided and notify the Engineer of any issues that may come up. It is the responsibility of the Contractor to construct the project per the plans provided and to notify the Engineer if the electronic data or stakes differ from the plans.

The Contractor shall notify the Engineer, in writing, with all staking requests. These requests shall be made 72 hours in advance.

Due to the project's proximity to Billings-Logan International Airport, the use of unmanned aerial vehicles is prohibited.

SP - 10. NATURE OF THE WORK

Due to the nature of this project, replacing piping systems in an old or deteriorated condition or providing new piping adjacent to the old existing piping, it is not uncommon to experience leaks or other problems with the existing piping system during installation of the new or replacement pipe. If this circumstance develops during construction and repairs are needed to keep the old system in service, the Metra Facilities Manager should be contacted immediately to shut down the existing system until repairs can be completed. The Contractor will be

responsible for the repair work due to the proximity of the Contractor's crew and equipment. If repair work is necessary and damage was not caused by the Contractor, Contractor will track their time and equipment expenses for reimbursement. The Engineer shall determine if repairs significantly impacted the Contractor's ability to meet the contract timeframe, and additional calendar day(s) may be awarded.

Repair work shall be completed in a timely manner, and in all cases before the completion of the shift. No payment for down time for the crew or equipment shall be made while making repairs since it is expected that the crew and/or equipment not directly needed for repairs can be utilized for other temporary tasks on this same schedule. The above discussion refers only to problems that develop due to non-negligence of the Contractor.

SP - 11. PRIVATE UTILITIES COORDINATION

The Contractor is responsible for checking with owners of underground utilities prior to construction to determine locations in the Project Area. The Contractor shall coordinate work with private utility owners throughout the completion of the work. Prior to the start of the work, a Montana One-Call ticket must be completed by the Contractor. The Contractor is advised that some utilities may not be identified by this locate. Last Call Locating, (406) 698-9850, serves as MetraPark's private utility locate company and the Contractor shall ensure they be included in all utility locate requests.

Coordination for relocation, crossing, support, or reinstallation of all private utilities is the responsibility of the Contractor. The Contractor will obtain all permits and authorizations necessary for completion of the work near private utilities. Contractor is made aware that private utilities located at the MetraPark may not be able to be located or shown on plans and Contractor is responsible to locate and excavate without damaging these utilities during the course of the work. Locating and excavating without damaging these utilities is incidental to private utility locating and dry utility crossings. Any damage incurred to private utilities due to performing work, whether shown on plans or not, are to be repaired in a timely manner and at the expense of the Contractor.

SP - 12. POTHOLE TO VERIFY EXISTING UTILITIES

The Contractor shall pothole to verify existing utility depths/separation distances for all locations where proposed facilities are near utility lines with separation distances anticipated to be 2 feet or less. The pothole work shall be completed prior to construction of the associated item. The Contractor shall notify the Engineer immediately of any grade conflicts.

Pothole verification work shall be incidental to all other work.

SP - 13. TEMPORARY CONTROLS

Temporary service shall be provided by the Contractor during any period when utility lines are disturbed unless the Contractor makes other arrangements that are satisfactory with the utility users and owner. Service of existing utility lines, if interrupted, shall be restored as quickly as possible. Utility lines include, but are not limited to: water, storm, sanitary sewer, power, telephone, gas, and cable. Unless otherwise noted, temporary service is incidental to the bid items involved in other Work.

SP - 14. MATERIALS TESTING

Responsibilities of Quality Control (QC) and Quality Assurance (QA) testing shall follow MPWSS Section 01400. QA testing will be completed by a representative of the Owner and follow the tables below. The Contractor will notify Engineer and testing agency of readiness of the work for testing a minimum of 24-hours prior to required testing.

The Contractor shall give the Engineer 48-hour notice of readiness of the work for testing. The Contractor shall cooperate with the QA testing agency as outlined in Section 01400 Part 3.2 of the MPWSS.

Table 1 - Materials Testing Requirements

ASPHALT CONCRETE PAVEMENT		
Test Specification/Material	Test Method	Minimum Required Frequency
Asphalt Concrete Pavement (Base Course and Surface Course)	Mix design Gradation Asphalt Oil Content Marshal Test Rice Specific Gravity (MPWSS 02510)	1 Submittal 1 test/first day or 1/1000 TN 1 test/first day or 1/1000 TN 1 test/day or 1/1500 TN 1 test/day or 1/1500 TN 3 cores/day or 3 cores/500 TN, inclusive of 1 joint core.
Compaction of Asphalt Concrete Pavement	In-Place Density/Thickness (MPWSS 02510)	1 additional core every 500 TN if paving exceeds 500 TN per day. Core locations will be randomly chosen by Engineering Inspector, same day as paving.
PORTLAND CEMENT CONCRETE		
Test Specification/Material	Test Method	Minimum Required Frequency
Portland Cement Concrete	Mix design Air, and Slump	1 Submittal First Truck of Each Day
Portland Cement Concrete Flatwork and Curb & Gutter	7-Day and 28-Day compressive strength (MPWSS 02515)	Every 50 CY

EARTHWORKS		
Test Specification/Material	Test Method	Minimum Frequency
Trench Backfill	Moisture-Density (MPWSS 02221)	1 Sub/soil type encountered
Trench Compaction	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 Submittal/borrow source
Trench Compaction (laterals outside the road template, structures, valves, hydrants and manholes)	In-Place Density (MPWSS 02221/1.4) 97% Minimum	1 test/lift/200 LF 1 test/for each 2 ft of vertical depth/2 ft from edge of structure, valve, hydrant, or manhole
Pipe Bedding	Type I Bedding gradation & Plasticity Index / Type II Bedding Gradation (MPWSS 02221)	1 Submittal
Subgrade and Embankment	Moisture-Density (MPWSS 02230)	1 Submittal per soil type encountered / 1 Submittal per borrow source
Compaction of subgrade under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of subgrade and embankment for roadways	In-Place Density (MPWSS 02230/1.3) 95% Minimum	1 test/lift/4000 SF
Sub Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02234)	1 Submittal
Compaction of Sub Base Course for roadways	In-Place Density (MPWSS 02234/1.3) 95% Minimum	1 Test/lift/4000 SF
Crushed Base Course	Gradation - Moisture Density - Fractured Faces (Crushed) - LA Abrasion, LL, PL, and PI (MPWSS 02235)	1 Submittal
Compaction of crushed base course under curbs, gutters, and sidewalks	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/200 LF (C &G) or 1 test/lift/1000 SF (flatwork)
Compaction of crushed base course for roadways	In-Place Density (MPWSS 02235/1.3) 95% Minimum	1 test/lift/4000 SF

SP - 15. DEWATERING

The Contractor is advised that groundwater may be present at the project Site. The Contractor is responsible for providing dewatering equipment and methods for this project as outlined in MPWSS Section 02221. Dewatering costs are incidental to the appurtenance costs, as per MPWSS Section 02221(3.4)(3). A geotechnical borehole is included in the Contract Documents indicating observed groundwater below a depth of 14 feet at the time of drilling. The Contractor is advised that groundwater elevations can be expected to fluctuate with varying seasonal, irrigation, and weather conditions. Groundwater shall be removed from the open trench area to satisfactorily prevent the rising of water into the new or any existing piping that may be exposed during the work. Pipe, bedding, or backfill materials shall not be placed below the groundwater elevation established by dewatering operations. The Contractor shall promptly remove all temporary electrical and dewatering systems upon completion of the work.

Control of groundwater shall be accomplished in a manner that will not negatively impact adjacent structures foundation soils, will not cause instability of the excavation slopes and will not result in damage to existing structures. Damage caused to adjacent structures or wells will be repaired at the Contractors expense. Temporary water shall be provided for wells that are reduced in capacity as a result of dewatering at the Contractor's expense.

Contractor is responsible for all aspects of dewatering including preconstruction surveys, design, operation, monitoring, and post construction surveys. Dewatering saturated fine-grained soils may initiate consolidation of load bearing soils and contribute to potential differential settlement of foundations. The Contractor shall limit open trench lengths requiring dewatering as practicable when in proximity to existing structures.

The Contractor shall conduct structure surveys prior to construction and following construction at a minimum of 200 feet from any dewatering activity. The surveys shall, at a minimum, include photographic and narrative documentation of foundations, flatwork, patios, fences, curbs, and pavement and shall also document the operation of all windows and doors. This survey shall be incidental to the project and no additional payment will be made. A copy of the completed structure surveys following construction shall be provided to the Engineer.

SP - 16. CONSTRUCTION TRAFFIC CONTROL

The Contractor will provide pedestrian signage and control markings including, but not limited to, fencing, signs, cones, and barriers as necessary to direct pedestrians around the work and to the entrances of the Arena, Pavilion and Expo throughout the work. It is the Contractor's responsibility to block the area off with fencing during periods of non-work, to prohibit access by the public to the construction area or excavations.

All work described herein is part of the Construction Traffic Control bid item. MetraPark owns two programable signage boards that may be utilized by Contractor during events for directing traffic, if requested by Contractor. Programable boards will not be used for extended periods of time. The Contractor will provide updates at the weekly construction meeting regarding closures and traffic routing related to the project. Construction traffic control for the purpose of the Work includes vehicular traffic and pedestrian traffic within the project. Due to the limited width of work on the roadway, the Contractor is to maintain traffic flow through Bill Dutcher Way excepting at limited times during the work in agreement with MetraPark staff,

such as curb pour, sidewalk pour, and paving. It is the Contractor's responsibility to reopen the road once each work task is completed.

Pedestrian traffic is to be maintained to the Metra facilities throughout the duration of the project. Alternative pedestrian routes must be identified to bypass pedestrians around the active Work zones as necessary during MetraPark events.

The Contractor is to determine their areas of scheduling and sequencing of the work, so long as it meets the guidelines established herein. The Contractor is also to determine their area of laydown at the Metra property for the purposes of the Work with approval of the MetraPark staff.

SP - 17. ABANDONING/REMOVAL OF EXISTING PIPE & APPURTENANCES

Where the existing water main, storm drain, sanitary main, and associated appurtenances including services, laterals, etc. are located within the trench limits of the new pipe, the existing pipes and associated appurtenances (valves, fittings, manholes, inlets, etc.) shall be removed and legally disposed of off-site. Removal and disposal of all pipe types shall be incidental to the pipe being installed.

Where the existing pipe is located outside the trench limits of the new main(s), the existing pipe shall be abandoned in place. The ends of all abandoned pipes shall be plugged with Class M-3000 concrete, which shall be considered incidental to the work.

All valve boxes and curb boxes on abandoned water mains or service lines outside the trench limits for new construction shall be removed and surface restoration completed. At a minimum, the top two feet of boxes shall be removed, and the remainder filled with gravel. Gravel shall be consolidated to fill all voids.

The Contractor shall be aware that existing water valves and fittings such as bends, tees, reducers, etc. are expected to be restrained with concrete thrust blocks under the valves and around the fittings. Removal, disposal, or preserving (if required) of concrete thrust blocks or concrete encased valves, fittings or other appurtenances include any rebar anchors, shall be considered incidental to the work.

SP - 18. EMBANKMENT FILL AND UNCLASSIFIED BACKFILL

Embankment Fill and Unclassified Backfill shall be incidental to new pavement and concrete bid items due to the limited quantity of each.

SP - 19. UNSUITABLE BACKFILL

The Contractor is responsible for stabilizing all excavated areas before backfilling. Any excavated material that is unsuitable for backfill, due to moisture content (either excessively wet or dry), shall be conditioned in a manner acceptable to the Engineer to render its suitable for backfill in accordance with Section 02221 of MPWSS, Seventh Edition. All costs associated with this work shall be considered incidental. If the Contractor chooses not to condition the unsuitable materials, imported material approved by the Engineer shall be substituted for

backfill. All costs associated with imported material and disposal of unsuitable materials shall be considered incidental. Trench imported backfill shall meet the following criteria:

Gradation	Percent Finer by weight (ASTM C136)
3-Inch	100
No. 4 Sieve	40-85
No. 200 Sieve	35 (max)
Liquid Limit	30 (max)
Plasticity Index	10 (max)

On-site materials may be found to be unsuitable for use as Embankment in Place. Should the Contractor be unable to find suitable materials within any of the excavated materials at the time of the Work, Imported Borrow Materials may be allowed with approval of Engineer. Suitable materials for Embankment in Place shall be gravel, sand, silt, or clay having a plasticity index less than 20.

SP - 20. SURVEY MONUMENTS

The Contractor shall be aware that there are survey control points throughout the project area, in addition to boundary line monuments at the property boundaries. Any survey marker or monument that is disturbed or destroyed by the Contractor outside of the work zone shall be replaced at the Contractor's expense by a Professional Land Surveyor registered in the State of Montana.

SP - 21. LANDSCAPE SURFACE RESTORATION

Landscape features consisting of grass (including native grass and sod) and landscape rock or mulch that are disturbed shall be restored to original or better condition unless otherwise directed in the plans or by the Engineer. The Contract includes the removal and replacement of one (1) tree. Should additional trees be approved for removal by the Engineer during construction, the Contractor shall replace each additional tree removed with one (1) replacement tree of the type and size specified by the Engineer. Shrubs, and other landscape elements not specifically referenced herein will not be replaced unless specifically referenced in the contract plans. No additional payment for landscape restoration will be made and shall be incidental to the project. There shall be no measurement and payment of crossing lawn sprinkler systems if encountered. These shall be considered incidental to the Sprinkler System Restoration bid item.

SP - 22. TREE AND SHRUB TRIMMING AND REMOVALS

The Contractor shall remove the trees and shrubs within the project limits in accordance with all OSHA and ANSI specifications pertaining to tree work and not endanger life or damage adjacent trees or property, either public or private. Trim back all trees, bushes, shrubs, etc.

as necessary to complete the work. Trimming shall be incidental to the work item being completed and no additional payment shall be made. No trimming shall be allowed unless approved by the Engineer. If trimming occurs, the Contractor shall clean up the trimming site and all debris shall be removed and disposed of properly.

In cases where trees are to be removed, if the Contractor utilizes equipment for digging of a stump, care shall be taken to protect surrounding buried utilities from damage.

All stumps and roots shall be removed by digging, cutting, or grinding to a depth sufficient for construction of planned improvements or a minimum of 6 inches below the top of existing or planned curb and gutter grade for trees removed in boulevard areas.

All stump shavings, twigs, and other organic debris shall be removed. These materials shall not remain on site and in no case be incorporated into the subgrade or placed onto private property. Backfill all areas where stumps and roots have been removed to the level of the adjoining grade with topsoil. The topsoil shall be properly leveled and lightly compacted, so as to ensure a minimum of settlement. All adjacent disturbed areas and areas where backfill material was placed shall be seeded per the requirements of Section 02910.

The Contractor shall not cut tree roots or trim tree branches on trees that are not being removed without the approval of the City Forester or the Engineer. Trees shall not be removed until marked with a painted "X" by the Engineer.

SP - 23. STORM DRAIN PIPE JOINTING

Where PVC storm drain pipe is connected without a bell and gasket, or where PVC storm drain pipe is connected to a pipe of another material, including storm drain mains, services and laterals, a stainless steel reinforced flexible coupling Fernco Model Strong Back RC or approved equal shall be used. The connection shall be incased in flowable fill.

The existing storm drain main, services, and inlet pipe sizes may vary from what is shown on the plans and the Contractor shall have various sizes of pipe and couplers available as necessary to complete the required repairs or connections to the existing storm drain pipe. Work outlined in this Special Provision shall be considered incidental to the associated Bid Item being completed, and no additional payment shall be made.

SP - 24. EXPLANATION OF METHOD OF MEASUREMENT AND PAYMENT

The following Special Provision clarifies the method of measurement and payment for those items that necessitate further information or are not included within the Montana Public Works Standard Specifications. All quantity measurements will be completed by the neat line method according to the Plans and Specifications. Bid items not included within this Special Provision shall be measured and paid for according to Montana Public Works Standard Specifications. No other bid items are to be included for the work beyond those included in the bid form to provide a complete project meeting the intent of the plans. All Work not included within the bid items on the bid form is to be considered incidental to the bid items provided.

Bid Item 101 - Mobilization/Demobilization - Twenty five percent (25%) of the amount bid for mobilization/demobilization shall be paid when five percent (5%) of the contract amount is paid for contract items and for invoiced materials in storage. Subsequent

mobilization/demobilization payments shall be made based on the percent of construction completed, excluding previous mobilization/ demobilization payments.

Mobilization shall consist of preparatory work and operations performed by the Contractor including, but not limited to, those necessary for the movement of his personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings, and other facilities necessary for all work on the project; and for other work and operations that must be performed or costs incurred before beginning work on the various items on the project site.

Mobilization/demobilization costs for subcontracted work shall be considered to be included. Mobilization for this project shall also include submission and approval of the Contractor's Traffic Control Plan and Quality Control Plan. No payment shall be made for mobilization/demobilization until these plans are reviewed and approved by the Owner.

Bid Item 102 - Taxes, Bonds, Insurance - The lump sum (LS) bid for Taxes, Bonds and Insurance shall be paid on the first progress payment one hundred percent (100%) upon mobilization to begin construction of a particular schedule, only if the bid price for this item is less than five percent (5%) of the total price of that schedule. For that portion of the taxes, bonds and insurance greater than five percent (5%), if any, payment shall be made in increments on the basis of the percentage of work completed of each progress payment for that schedule.

Bid Item 103 - Construction Traffic Control - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Item 104 - Construction Staking - This item will be paid on a lump sum (LS) basis. Progress payments shall be made to the Contractor in proportion to total construction completed.

Bid Item 105 - Seeding - Seeding shall follow the requirements of MPWSS 02910, with the exception of being measured as lump sum (LS).

Bid Item 106 - Tree Removal - This item will be measured and paid for on a per each (EA) basis. The unit price shall include all labor, equipment, materials, disposal, backfill of the stump hole, and all incidentals necessary to completely remove each tree as shown on the Plans as directed by the Engineer.

Bid Item 107 - Tree Replacement - This item will be measured and paid for on a per each (EA) basis. Replacement shall include the tree shown on the Plans and any additional replacement trees required as a result of approved tree removals during construction. The unit price shall include furnishing and installing replacement trees of the type and size specified on the Plans or as directed by the engineer, including excavation, backfill, watering, mulch, and all incidental necessary for complete instillation.

Bid Item 108 - Sprinkler System Restoration - This item shall be measured and paid on a lump sum (LS) basis. This item shall include all materials, labor, and equipment to restore irrigation systems within the work area including sprinkler heads to irrigate the entire area that was disturbed due to the work.

Bid Item 109 - 4" Asphalt Pavement - 16" Crushed Base - Payment for this bid items is full compensation for all materials, all equipment, tools, labor, and the performance of all work and incidentals necessary to complete the 4" Asphalt Pavement - 16" Crushed Base areas as identified on the plans. Payment for section will include, but not be limited to excavation, subgrade preparation, crushed base course, and asphalt section. Measurement shall be the SY of accepted area. Contractor is to refer to plan details and geotechnical report for optional sections for this area.

Bid Item 110 - BX1200 Geogrid & 6oz Non-woven Fabric - This Item will be measured and paid for on a square yard (SY) basis. The unit price shall include furnishing, placing, and securing the paving fabric in accordance with the Plans and Specifications, including all labor, equipment, materials, and incidentals necessary to complete the Work.

Bid Item 111 - Concrete Removal - This Item will be measured by the square yard (SY) of all Portland cement concrete identified to be removed on the plans or identified in the field by the Engineer. Payment for this bid item is full compensation for all equipment, tools, labor, hauling, disposal, and incidentals necessary to complete the item.

Bid Item 112 - Asphalt Removal - This Item will be measured by the square yard (SY) of all asphalt identified to be removed on the plans or identified in the field by the Engineer. Payment for this bid item is full compensation for all equipment, tools, labor, hauling, disposal, and incidentals necessary to complete the item.

Bid Item 113 - Combined Concrete Curb & Gutter - Payment for this bid item is full compensation for all materials, excavation, crushed base course material, compaction, hot and cold weather curing, expansion joint material, epoxy coated dowels, all equipment, tools, labor, and for the performance of all work and incidentals necessary to complete the item. This item, inclusive of spill curb and catch curb, is measured along the flow line of the gutter and paid for by the lineal foot (LF) of combined curb and gutter in place.

Bid Item 114 - Pindown Curb - This item is measured and paid for by the linear foot at the contract unit price for "Pindown Curb". Price and payment is full compensation for all material, hot and cold weather curing of concrete, isolation joint material, equipment, tools and labor, and for the performance of all work and incidentals necessary to complete this item.

Bid Item 115 - Concrete Sidewalk - This item is measured and paid for by the square foot (SF) at the contract unit price for "Concrete Sidewalk". Price and payment is full compensation for all material, excavation, crushed base course material, backfill, hot and cold weather curing of concrete, isolation joint material, equipment, tools and labor, and for the performance of all work and incidentals necessary to complete this item.

Bid Items 116 & 117 - XX" Wide Painted Pavement Striping - Painted traffic lines to be measured and paid for by the linear foot (LF), complete in place including the furnishing and application of beads.

Bid Item 118 - Painted Pavement Marking Words or Symbols - Payment for this bid item shall be by on a per each (EA) basis per combination word or symbol of accepted pavement marking.

Bid Items 119 - Remove and Reinstall Existing Sign With New Post - Removal, relocation, & reinstallation of existing signs and new posts will be paid at the contract unit price per each

finished sign and post, which price and payment will be full compensation for completing the work in an acceptable manner. The contract prices for the various component parts shall include concrete for foundations, all miscellaneous hardware, labor, equipment use, back bracing and other incidentals that may be required.

Bid Item 120 - 60" Dia. Manhole with 2'x3' Curb Inlet - Bid item shall be measured and paid for by the number of 60" diameter manholes with 2'x3' inlet installed, complete in place including connections to existing storm pipe, at the contract unit price bid, which price and payment shall constitute full compensation for all excavation and backfill, furnishing and installing all materials required (including grates and flowable fill for pipe connections), compaction, grading, labor, tools and incidentals necessary to complete the item.

END SECTION 00910

CONTRACTOR'S INSURANCE GUIDE

Commercial General Liability

_____ Occurrence Policy
_____ Claims Made Policy (follow-up date _____)
Each Occurrence \$1,500,000.00
General Aggregate Including Umbrella \$3,000,000.00
Products/Completed Operations Aggregate..... \$3,000,000.00

Coverages

_____ Premises/Operations
_____ Products/Completed Operations
_____ Contractual Liability
_____ Underground
_____ Explosion and Collapse PER PROJECT AGGREGATE ENDORSEMENT
_____ Blasting
_____ Independent Contractors Coverages
_____ Broad Form Property Damage
_____ Personal Injury
_____ Property Damaged Deductible (not to exceed \$5,000.00) \$ _____
_____ Railroad Protective Policy
_____ Commercial Automobile
_____ All-owned, adequate limits including umbrella \$1,500,000.00
_____ Hired Automobile Liability including umbrella \$1,500,000.00
_____ Non-Owned Automobile Liability including umbrella \$1,500,000.00
_____ Workers' Compensation
_____ Occupational Accident/Disease Statutory
_____ Employer's Liability including umbrella \$1,500,000.00
(Attach certificate)
_____ Other Requirements
_____ Company Rating (A.M. Best) B+ VI or Better
_____ 30-Day Cancellation Clause
_____ Additional Insured's
_____ Owner/Architect/Engineer Named as Additional Insured (all named as an additional primary and non-contributory insured.)

Builder's Risk and Other Property Insurance

_____ Coverages
_____ Physical loss or damage
_____ Temporary buildings, materials and equipment stored and in transit
_____ As insured property; work and all materials, supplies, machinery, apparatus, equipment, fixtures, other property required to complete the Work
_____ Expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects)
_____ Maintained in effect until Work is complete
_____ Additional Insured's
_____ Owner/Architect/Engineer/Contractor/Subcontractor (of every tier) named as Additional Insured (all named as an additional primary and non-contributory insured.)

Owners and Contractors Protective

_____ \$1,000,000.00 Each Occurrence, \$2,000,000.00 Aggregate
_____ Circle One (Endorsement) or (Separate Policy)
_____ A separate policy shall have Yellowstone County as the named insured. Attach Certificate to this checklist.

GEOTECHNICAL BOREHOLE



2511 Holman Avenue
P. O. Box 80190
Billings, MT 59108-0190
Phone: 406.652.3930
Fax: 406.652.3944

LOG OF BORING

PROJECT: 22-4141G GEOTECHNICAL EVALUATION Metra Park Infrastructure Improvements Billings, Montana				BORING: ST-11			
				LOCATION: See Attached Sketch, Access Road, East Side of Lower Lot			
DRILLED BY: E. Hollibaugh		METHOD: CME 75HT, Automatic		DATE: 6/7/22		SCALE: 1" = 3'	
Elev.	Depth	Symbol	Description of Materials	BPF	WL MC	qp (tsf)	Remarks
3116.7	0.0						
3116.5	0.2		Existing Asphalt Pavement: (0"-2")				
3116.3	0.4		Base Course: (2"-5¼")	24	7.9		
3116.0	0.7		Subbase Course: (5¼"-9")				
			FILL: Silty Sand with Gravel, fine-grained, trace sandstone, olive brown, moist, medium dense to very loose.	24	9.5		
				27	10.8		
				4	14.4		
3108.2	8.5		SILTY CLAYEY SAND, fine-grained, slightly plastic, olive brown, wet, very loose. (Slopewash)				
				4	17.7		
		SM SC		4	17.1		
3101.2	15.5		END OF BORING	3	16.9		
			Water not observed with 14' of hollow-stem auger in the ground.				
			Water not observed to dry cave-in depth of 5' immediately after withdrawal of auger.				
			Boring then backfilled.				

BORING BPF WL-MC OF ELEV ~ 4141.GPJ LAGNN06.GDT 7/12/22

MetraPark Infrastructure Improvements Project
Bench Blvd Exit
Engineer's Estimate
Prepared by: WWC Engineering
August 6, 2026

Bid Item No.	Measure & Pay Section	Item Description	Unit	Estimated Quantity	Estimated Unit Cost	Total Cost
General Items						
101	00910	Mobilization/Demobilization	LS	1	5.8%	\$3,848.08
102	00910	Taxes, Bonds, Insurance	LS	1	\$1,011.72	\$1,011.72
103	00910	Construction Traffic Control	LS	1	\$7,500.00	\$7,500.00
104	00910	Construction Staking	LS	1	\$2,500.00	\$2,500.00
105	00910	Seeding	LS	1	\$1,000.00	\$1,000.00
106	00910	Tree Removal	EA	1	\$1,000.00	\$1,000.00
107	00910	Tree Replacement	EA	1	\$1,000.00	\$1,000.00
108	00910	Sprinkler System Restoration	LS	1	\$2,000.00	\$2,000.00

Surfacing & Site Work						
109	00910	4" Asphalt Pavement - 16" Crushed Base	SY	109	\$65.00	\$7,085.00
110	00910	BX1200 Geogrid & 6oz Non-woven Fabric	SY	109	\$10.00	\$1,090.00
111	00910	Concrete Removal	SY	272	\$10.00	\$2,720.00
112	00911	Asphalt Removal	SY	24	\$10.00	\$240.00
113	00910	Combined Concrete Curb and Gutter	LF	219	\$20.00	\$4,380.00
114	00910	Pindown Curb	LF	78	\$25.00	\$1,950.00
115	00910	Concrete Sidewalk	SF	1440	\$11.00	\$15,840.00
116	00910	4" Wide Painted Pavement Striping	LF	433	\$1.50	\$649.50
117	00910	12" Wide Painted Pavement Striping	LF	28	\$10.00	\$280.00
118	00910	Painted Pavement Marking Words or Symbols	EA	6	\$150.00	\$900.00
119	00910	Remove and Reinstall Existing Sign with New Post	EA	2	\$600.00	\$1,200.00

Stormwater						
120	00910	60" Dia. Stormwater Manhole with 2'x3' Inlet	LS	1	\$14,000.00	\$14,000.00

Total Construction Cost:					\$70,194.30	
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B.O.C.C. Regular

3. b.

Meeting Date: 08/11/2026

Title: WWC Engineering - Arena East Rock Face Stabilization Assistance Proposal

Submitted For: Tim Goodridge

Submitted By: Erika Guy

TOPIC:

WWC Engineering - Arena East Rock Face Stabilization Assistance Proposal

BACKGROUND:

See Attached

RECOMMENDED ACTION:

Approve or Deny

Attachments

WWC Engineering - Arena East Rock Face Stabilization Assistance Proposal



550 S. 24th STREET W., SUITE 201, BILLINGS, MT 59102 | 406.894.2210

October 28, 2025

Mr. Tim Goodridge
MetraPark
via email - tgoodridge@metrapark.com

RE: MetraPark Arena East Rock Face Stabilization Assistance Proposal

Dear Mr. Goodridge:

WWC Engineering (WWC) is pleased to submit this proposal to provide professional engineering services in support of a rock face stabilization project located adjacent to the Arena at MetraPark. The proposed stabilization will address loose and unstable rock above a high-traffic public area, using a containment system such as pinned mesh to secure the face.

This proposal outlines our scope of services, which includes the development of bid documents, assistance with procurement, and construction-phase support. We intend to build upon previous rock scaling documentation prepared by WWC for earlier work at MetraPark to ensure continuity, efficiency, and cost-effectiveness.

Project Understanding

The proposed stabilization area presents a known risk due to its proximity to the public access area around the MetraPark Arena and its fractured condition is beginning to result in rocks falling off the face at unknown times. Timely action is necessary to ensure public safety and preserve site infrastructure. For purposes of development of documents for this work, we can utilize our prior work at MetraPark for scaling of the rock face behind the Arena to create a performance-based set of bid documents for the County to procure a practical and responsive solution from a rock scaling contractor.

Scope of Work

Task 01 - Survey and RFP Documents

WWC will develop a request for proposal style bid documents based on performance criteria for the rock face stabilization that define the desired outcome rather than specifying exact methods or materials. Work under this task will include:

- Collection of survey data to define the extent and location of the rock face requiring stabilization. Survey results will be used to prepare mapping, inform quantities, and establish contractor limits of work.
- Review and adaptation of WWC's prior project documentation from similar rock scaling efforts at MetraPark to serve as a technical baseline.
- Coordination with Yellowstone County to define site-specific constraints, safety goals, and work zone access requirements. This will include identification of the supported

sidewalk adjacent to the rock face work area such that the contractors can plan accordingly for access.

- Preparation of performance-based bid documents and/or technical specifications that will be used to guide the development of a Request for Proposals (RFP) for contractor selection. Specifications will focus on required outcomes, such as rockfall protection, mesh anchoring integrity, and face coverage.
- Bid documents will be structured to support RFP-based selection of a contractor, with technical qualifications and experience weighted as key evaluation criteria.
- The Montana Department of Transportation (MDT) pre-approved list of rock scaling contractors will be referenced to qualify responsible bidders, ensuring all respondents possess the necessary expertise and equipment for this specialty work.

Task 02 - Bidding and Contracting Assistance

WWC will support the County through the bidding and procurement process by:

- Responding to bidder questions during the advertisement period.
- Preparing and issuing clarifications or addenda as necessary.
- Leading a pre-bid site visit.
- Reviewing submitted proposals and assisting with the evaluation and scoring process based on pre-established RFP criteria.
- Providing an outline of scoring and written recommendation for contract award. Please note, we will work with the County to help identify 3 County staff members for review of the received proposals and evaluation.

Task 03 - Construction Administration Support

WWC will provide limited, on-call support during construction. It is not anticipated that full time oversight will be needed during the work, but rather milestone visits and inspections will be necessary, including:

- Attendance at the pre-construction meeting and periodic site meetings.
- Review of contractor submittals such as material data, installation methods, and mesh anchoring systems.
- Field visits to observe and document conformance with the performance standards described in the contract documents.
- Consultation with County staff regarding contractor coordination, potential modifications, or unforeseen conditions. Including discussion with County, MetraPark, and Contractor regarding future events and construction schedule.
- Review of pay applications or project documentation as requested.

Cost of Services

WWC proposes to provide these services on a lump sum basis for a cost as shown in the following table. These costs will not be exceeded without written authorization from you. Invoicing of Tasks 01 and 02 will be completed simultaneously with Pay App 1 for the

construction contractor and invoicing for Task 03 will be completed at the completion of the work.

Task	Description	Estimated Cost
1	Survey and RFP Documents	\$ 8,400
2	Bidding and Contracting Assistance	\$ 7,600
3	Construction Administration Support	\$ 6,200
Total Required Tasks:		\$ 22,200

Invoices are due upon receipt. Please mail payments to our office at 1849 Terra Ave, Sheridan, WY 82801. You understand that we may stop work until all interim invoices are paid, if payment is not received within thirty (30) days of the invoice date. Any amount not paid within 30 days from the date of the invoice may be assessed an interest charge at 1% per month. If the amount is not paid within 90 days, you agree to pay reasonable costs of collection, including attorney and legal fees in addition to the invoiced amounts and interest charges.

WWC will perform the work with the usual thoroughness and competence of the engineering profession. No warranty or representation, either expressed or implied, is included or intended in this agreement. We agree that WWC's liability is limited to the amount of our fees due to WWC.

If this letter satisfactorily sets forth your understanding of the arrangement between us, please print out and sign a copy of this letter in the space provided and return one to us. An electronic copy of the signed contract will satisfy our needs.

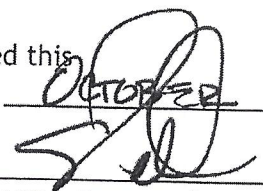
We look forward to working with you on this project. Should you have any questions regarding the proposed scope of work, estimated costs, or approach presented here-in, please do not hesitate to let us know.

Sincerely,

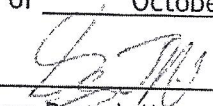


Grég Reid, P.E.
Billings Branch Manager

Client Accepted this
28th day of OCTOBER, 2025

Signature: 
Title: METRAPARK BM

WWC Accepted this
28 day of October, 2025

Signature: 
Title: Billings Branch Manager

B.O.C.C. Regular

3. c.

Meeting Date: 08/11/2026

Title: MetraPark Trust check log July 2026

Submitted For: Stoney Field, Metra General Manager

Submitted By: Charis Krank, Accounting Assistant

TOPIC:

MetraPark Trust Check Log July 2026

BACKGROUND:

MetraPark Trust Check Log July 2026

RECOMMENDED ACTION:

Approval of MetraPark Trust Check Log July 2026

Attachments

Metra Trust Check Log July 26

Metra Trust Checking Account Disbursement Log

For the Month of: July 2026

The undersigned members of the Board of County Commissioners do hereby approve the listed check detail as obligations of the Metra Trust account.

Dated: August 6, 2026

Mark Morse, Chair:

Approved by Metra General Manager

Michael J. Waters, Member:

Chris White, Member:

Amounts disbursed by the Trust were initiated by a check request generated by accounting staff, signed by the requesting authorized staff member, with processing by a staff member not involved with the requesting of the payment. The request and back up documentation is verified and signed off as to accuracy by the person generating the check for payment. The check is then signed by two managers authorized by signature card at the bank to do so. Copies are retained in event files, and for daily reconciliations and A101s.

Submitted by:



3:00 PM

08/06/26

COUNTY OF YELLOWSTONE

Check Detail

July 2026

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
Check		07/01/2026	US BANK	CONC CC FEES JUNE 2026	METRAPARK EVENTS		-61.99
				CONC CC FEES JUNE 2026	CREDIT CARD FEES / TICKET FEES	-61.99	61.99
TOTAL						-61.99	61.99
Check		07/01/2026	US BANK	BOX OFFICE CC FEES JUNE 2026	METRAPARK EVENTS		-2,246.07
				BOX OFFICE CC FEES JUNE 2026	CREDIT CARD FEES / TICKET FEES	-2,246.07	2,246.07
TOTAL						-2,246.07	2,246.07
Check		07/01/2026	US BANK	ADMIN (SKYBOX) CC FEES JUNE 2026	METRAPARK EVENTS		-760.49
				ADMIN (SKYBOX) CC FEES JUNE 2026	CREDIT CARD FEES / TICKET FEES	-760.49	760.49
TOTAL						-760.49	760.49
Check		07/01/2026	SHIFT4	CONC CC FEES JUNE 2026	METRAPARK EVENTS		-459.70
				CONC CC FEES JUNE 2026	CREDIT CARD FEES / TICKET FEES	-459.70	459.70
TOTAL						-459.70	459.70
Check		07/01/2026	SHIFT4	CONC CC FEES JUNE 2026 (SKYBOX)	METRAPARK EVENTS		-5.45
				CONC CC FEES JUNE 2026 (SKYBOX)	CREDIT CARD FEES / TICKET FEES	-5.45	5.45
TOTAL						-5.45	5.45
Check	24666	07/08/2026	Yellowstone Cou...	MATT RIFE - VIP LIFT 6/14/26 - WIRE	METRAPARK EVENTS		-59,446.63
				MATT RIFE - VIP LIFT 6/14/26 - WIRE TRAN...	MATT RIFE	-59,446.63	59,446.63
TOTAL						-59,446.63	59,446.63
Check	24667	07/09/2026	THE METRA	SKYBOX #1 RENT JUL 2026 - OCT 2026	METRAPARK EVENTS		-8,450.00
				SKYBOX #1 RENT JUL 2026 - OCT 2026	Skybox Rent	-8,450.00	8,450.00
TOTAL						-8,450.00	8,450.00
Check	24668	07/09/2026	BILLINGS BAR	MATT RIFE VIP 6/14/26	METRAPARK EVENTS		-1,194.12
				MATT RIFE VIP 6/14/26	OTHER	-1,194.12	1,194.12
TOTAL						-1,194.12	1,194.12
Check	24669	07/09/2026	THE METRA	RIFE VIP PARTY 6/14/26	METRAPARK EVENTS		-3,459.25

3:00 PM

08/06/26

COUNTY OF YELLOWSTONE

Check Detail

July 2026

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				CATER RIFE VIP PARTY 6/14/26	CATERING	-700.00	700.00
				USR SVC RIFE VIP PARTY 6/14/26	USER SV FEES	-2,027.37	2,027.37
				BEER SALE % RIFE VIP PARTY 6/14/26	Beer Sales Percentage	-731.88	731.88
TOTAL						-3,459.25	3,459.25
Check	24670	07/09/2026	THE METRA	DRAGON EGG COMIC CON 6/12-14/26	METRAPARK EVENTS		-30,485.00
				CIP DRAGON EGG COMIC CON 6/12-14/26	CIP FEES	-4,050.00	4,050.00
				LINENS DRAGON EGG COMIC CON 6/12-1...	CATERING	-300.00	300.00
				FD VNDR BO DRAGON EGG COMIC CON 6...	CONCESSIONS	-1,500.00	1,500.00
				EXPO RNT DRAGON EGG COMIC CON 6/1...	EXPO	-12,900.00	12,900.00
				GRNDS RNT DRAGON EGG COMIC CON 6/...	GROUND	-750.00	750.00
				PAV RNT DRAGON EGG COMIC CON 6/12-...	PAVILION	-6,600.00	6,600.00
				USR SVC DRAGON EGG COMIC CON 6/12-...	USER SV FEES	-4,385.00	4,385.00
TOTAL						-30,485.00	30,485.00
Check	24671	07/13/2026	AXS GROUP LLC	#913434/917033 CM#52779 AXS BOX OFFI...	METRAPARK EVENTS		-505.00
				AXS BOX OFFICE FEES - JAN 2026 ADJ	AXS FEES	18.50	-18.50
				AXS BOX OFFICE FEES - MAY 2026	AXS FEES	-24.40	24.40
				AXS BOX OFFICE FEES - JUN 2026	AXS FEES	-499.10	499.10
TOTAL						-505.00	505.00
Check	24672	07/13/2026	THE METRA	BIG SKY BUCKIN HORSE - EVENT CANCE...	METRAPARK EVENTS		-1,500.00
				RNT ROD ARENA BIG SKY BUCKIN HORS...	RODEO ARENA	-1,500.00	1,500.00
TOTAL						-1,500.00	1,500.00
Check	24673	07/24/2026	Stockman Bank	CASH ADVANCE - GOO GOO DOLLS 7.30.26	METRAPARK EVENTS		-2,000.00
				CASH ADVANCE - GOO GOO DOLLS 7.30.26	GOO GOO DOLLS	-2,000.00	2,000.00
TOTAL						-2,000.00	2,000.00
Check	24674	07/24/2026	Stockman Bank	CASH BAGS - OPEN HORSE, DRAFT HOR...	METRAPARK EVENTS		-300.00
				CASH BAGS - OPEN HORSE, DRAFT HOR...	OTHER EXPENSES	-300.00	300.00
TOTAL						-300.00	300.00
Check	24675	07/24/2026	Stockman Bank	CASH ADVANCE - LUKE BRYAN 7.31.26	METRAPARK EVENTS		-15,500.00
				CASH ADVANCE - LUKE BRYAN 7.31.26	LUKE BRYAN	-15,500.00	15,500.00
TOTAL						-15,500.00	15,500.00
Check	24676	07/27/2026	Stockman Bank	AUDIT ROOM CASH 2026 MT FAIR	METRAPARK EVENTS		-94,500.00

3:00 PM

08/06/26

COUNTY OF YELLOWSTONE

Check Detail

July 2026

Type	Num	Date	Name	Memo	Account	Paid Amount	Original Amount
				AUDIT ROOM CASH 2026 MT FAIR	AUDIT ROOM - START-UP CASH	-94,500.00	94,500.00
TOTAL						-94,500.00	94,500.00
Check	24677	07/28/2026	Stockman Bank	CASH ADVANCE - NIGHT SHOWS 2026 MT...	METRAPARK EVENTS		-4,750.00
				CASH ADVANCE - NIGHT SHOWS 2026 MT...	YUNGBLUD	-3,250.00	3,250.00
				CASH ADVANCE - NIGHT SHOWS 2026 MT...	HAIRBALL	-500.00	500.00
				CASH ADVANCE - NIGHT SHOWS 2026 MT...	TOBYMAC	-1,000.00	1,000.00
TOTAL						-4,750.00	4,750.00
Check	24678	07/28/2026	Stockman Bank	BOX OFFICE CHANGE ORDER 2026 MTFAIR	METRAPARK EVENTS		-21,000.00
				BOX OFFICE CHANGE ORDER 2026 MTFAIR	BOX OFFICE CHANGE ORDER	-21,000.00	21,000.00
TOTAL						-21,000.00	21,000.00
Check	24679	07/30/2026	BEST CROWD M...	I#1602403 BREWS & BBQS 7/18/26	METRAPARK EVENTS		-326.48
				SECURITY BREWS & BBQS 7/18/26	SECURITY/USHERS	-326.48	326.48
TOTAL						-326.48	326.48
Check	24680	07/30/2026	BEST CROWD M...	I#1602404 RESCUED & RECLAIMED FLEA ...	METRAPARK EVENTS		-613.13
				SECURITY RESCUED & RECLAIMED FLEA ...	SECURITY/USHERS	-613.13	613.13
TOTAL						-613.13	613.13
Check	24681	07/31/2026	THE METRA	BREWS & BBQS 7/18/26	METRAPARK EVENTS		-5,680.77
				CIP BREWS & BBQS 7/18/26	CIP FEES	-200.00	200.00
				FD VNDR BO BREWS & BBQS 7/18/26	CONCESSIONS	-2,400.00	2,400.00
				RNT GRNDS BREWS & BBQS 7/18/26	GROUND	-1,000.00	1,000.00
				PAV RNT BREWS & BBQS 7/18/26	PAVILION	-200.00	200.00
				USR SVC BREWS & BBQS 7/18/26	USER SV FEES	-720.77	720.77
				BEER SALES % BREWS & BBQS 7/18/26	Beer Sales Percentage	-1,160.00	1,160.00
TOTAL						-5,680.77	5,680.77

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Public Works - 1 Appointment; **Elections** - 1 Appointment; **Detention Facility** - 1 Appointment, 2 Terminations; **IT**- 2 Salary & Other

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



JUL 30 2026

Hire/Personnel Action Form

Employee Information

Employee
Adam Lauwers

Hire Information

Position Details	Hire Req#	Job Type
Junk Vehicle & Code	202600429	Full-Time Regular
Enforcement Manager (H)	Job Class	Pay Rate
(4090)	Junk Vehicle & Code	\$75,000.00
Person ID	Enforcement Manager (H)	Hire Date
52770962	Job Class#	8/5/26
Department	4090	
Public Works		
Division		
Junk Vehicle		

Comments

2830.414.430800111 50%
2256.407.420501111 50%
replaces M. Schieno

Approvals

HUMAN RESOURCES	Kevin Gillen	7/30/26 1:33 PM
FINANCE	JENNIFER JONES	7/30/26 1:34 PM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____



AUG 03 2026

Hire/Personnel Action Form

Employee Information

Employee
Ruben Rodriguez

Hire Information

Position Details Election Clerk (D) (1045)	Hire Req# 202600443	Job Type Full-Time Regular
Person ID 68016288	Job Class Election Clerk (D)	Pay Rate \$20.93
Department Elections	Job Class# 1045	HireDate 9/1/26
Division N/A		

Comments

1000.104.410600.111 replaces K. Bromenshenk

Approvals

HUMAN RESOURCES	Kevin Gillen	8/3/26 9:26 AM
FINANCE	JENNIFER JONES	8/3/26 9:53 AM

Commissioners Action
Approve Disapprove

Chair	<u>HY</u>	_____
Member	<u>KKW</u>	_____
Member	<u>JD</u>	_____



AUG 03 2026

Hire/Personnel Action Form

Employee Information

Employee
Maison Ostwald

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202600393	Full-Time Regular
Person ID	Job Class	Pay Rate
65581316	Detention Officer (D)	\$30.00
Department	Job Class#	HireDate
Sheriff's Office	5090	8/10/26

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Combs

Approvals

HUMAN RESOURCES	Kevin Gillen	8/3/26 9:26 AM
FINANCE	JENNIFER JONES	8/3/26 9:53 AM

Commissioners Action
Approve Disapprove

Chair		_____
Member		_____
Member		_____

AUG 04 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Malan O'Donnell Effective Date: 07/29/2026

Current Title: Booking Clerk Gr. Salary \$ 24.00

Title Change: Gr. Salary \$

Check as Applicable:

Regular Full Time: XX New Hire:

Regular Part Time: Rehire:

Temp Full Time: Termination: XX

Temp Part Time: Probationary Promotion:

Seasonal Hire:

Replaces position Name Transfer:

New Budgeted Position Demotion:

Other: Reclassification:

Funding: 2300 - 136 - 429200 - 111 Percent 100 New Account

Percent Split Account

[Signature] 07/29/2026
Elected Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Note:

Jim Yella 7-31-26 Paul James 8.4.26
Director Date Director Date

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

Chair MY

Member MDA

Member [Signature]

Date entered in payroll

Clerk & Recorder - original

Human Resources - canary

Auditor - pink

Department - gold/enrod

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

AUG 04 2026

Section 1

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

Name: Cody Coulter Effective Date: 07/29/2026
Current Title: Detention Officer Gr. Salary \$ 30.30
Title Change: Gr. Salary \$

Check as Applicable:

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

Other: Reclassification:
Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account
 07/29/2026

[Signature] Elected/Official/Department Head Date

Section 2

Human Resources: Finance:

Note: Ken Geller 7-31-26 Note: Paul Gerner 8-4-26
Director Date Director Date

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

 Chair My
 Member MDW
 Member Ch

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

AUG 04 2026

Section 1

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

Name: Tyler Helmbrecht Effective Date: 08/01/26
Current Title: IT Computer Support Tech Gr. 2710 Salary \$ 2710
Title Change: _____ Gr. 2581 Salary \$ 2581

Check as Applicable:

Regular Full Time: X 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: Remove Temp Additional Ratios

Funding: 1000 - 115 - 410580 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Amey Zel 7/29/26
Elected Official/Department Head Date

Section 2

Human Resources: _____ Finance: _____

Note: _____
Tem Allen 7-31-26 Guljones-8426
Director Date Director Date

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

Chair WJ _____
Member RTW _____
Member CD _____

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

AUG 04 2026

Section 1

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

Name: Jerral Montelongo Effective Date: 08/01/26
 Current Title: Network Specialist Gr. 80 Salary \$ 96
 Title Change: Gr. 29 Salary \$ 48

Check as Applicable:

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

Other: Remove Temporary 5% Add'l. bond

Funding: 1000 - 000 - 11546580 - 111 Percent 100% New Account
 Percent Split Account
7/29/26 Date
James J. J. J. Elected Official/Department Head

Section 2

Human Resources: Finance:

Note: James J. J. J. Director Date 7/29/26
 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

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: 2026 Certified Taxable Valuation Information

Submitted By: Teri Reitz, Board Clerk

TOPIC:

2026 Certified Taxable Valuation Information

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

2026 Certified Taxable Valuation Information



GOVERNOR GREG GIANFORTE
DIRECTOR BRENDAN BEATTY

2026 Certification of Values:

Effects of 2025 Legislation: Tiered Tax Rates in 2026.

1. Tax rates have transitioned to an application process to qualify for reduced property tax rates for Primary Residences and Long-term rental (residential) properties.
2. 2026 Tax Rates can be found on our website:
<https://revenue.mt.gov/property/property-tax-changes/2026-property-tax-information>

South Billings TIF Expansion:

1. Expansion of the South Billings TIF area increased values for the district.

Taxable Value Comparison

1. Centrally assessed property values saw small gains.

Protested Properties

1. PAR, CHS and P66 have not filed informal reviews for tax year 2026. DOR has not been notified of any intention from these refineries to file to CTAB.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 37-SHEPHERD HIGH SCHOOL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 911,351,396
2. 2026 Total Taxable Value ²	\$ 10,710,225
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 192,174
3A. Class 4 Newly Taxable.....	\$ 130,297
3B. All Other Classes Newly Taxable.....	\$ 61,877
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 10,710,225
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 41 - PIONEER ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 232,992,990
2. 2026 Total Taxable Value ²	\$ 2,588,505
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 90,628
3A. Class 4 Newly Taxable.....	\$ 35,188
3B. All Other Classes Newly Taxable.....	\$ 55,440
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 2,588,505
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 58 - YBGR ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 481,237
2. 2026 Total Taxable Value ²	\$ 12,070
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 1,290
3A. Class 4 Newly Taxable.....	\$ -
3B. All Other Classes Newly Taxable.....	\$ 1,290
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 12,070
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 52 - INDEPENDENT ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 615,433,015
2. 2026 Total Taxable Value ²	\$ 6,957,158
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 308,652
3A. Class 4 Newly Taxable.....	\$ 286,608
3B. All Other Classes Newly Taxable.....	\$ 22,044
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 6,957,158
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SD 26 - LOCKWOOD K-12

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 1,738,969,736
2. 2026 Total Taxable Value ²	\$ 29,217,332
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 416,418
3A. Class 4 Newly Taxable.....	\$ 189,000
3B. All Other Classes Newly Taxable.....	\$ 88,059
3C. Abated Property Newly Taxable.....	\$ 139,359
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 28,524,106
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 15 - CUSTER HIGH SCHOOL (K-12)

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 118,503,681
2. 2026 Total Taxable Value ²	\$ 2,449,173
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 89,080
3A. Class 4 Newly Taxable.....	\$ 11,524
3B. All Other Classes Newly Taxable.....	\$ 77,556
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 2,449,173
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BROADVIEW FIRE DISTRICT

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ -
2. 2026 Total Taxable Value ²	\$ 8,053,036
3. 2026 Taxable Value of Newly Taxable Property.....	\$ -
3A. Class 4 Newly Taxable.....	\$ -
3B. All Other Classes Newly Taxable.....	\$ -
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 8,053,036
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 4C - CANYON CREEK ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$	1,767
2. 2026 Total Taxable Value ²	\$	26
3. 2026 Taxable Value of Newly Taxable Property.....	\$	22
3A. Class 4 Newly Taxable.....	\$	-
3B. All Other Classes Newly Taxable.....	\$	22
3C. Abated Property Newly Taxable.....	\$	-
4. 2026 Taxable Value less Incremental Taxable Value ³	\$	26
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. TIF Districts <No applicable TIF data.>		

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LIBRARY TAXING

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 11,872,731,367
2. 2026 Total Taxable Value ²	\$ 211,784,753
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 5,387,273
3A. Class 4 Newly Taxable.....	\$ 3,165,344
3B. All Other Classes Newly Taxable.....	\$ 1,534,329
3C. Abated Property Newly Taxable.....	\$ 687,600
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 211,091,527
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LAUREL COUNTY PLANNING

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 3,117,012,946
2. 2026 Total Taxable Value ²	\$ 56,985,168
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 930,634
3A. Class 4 Newly Taxable.....	\$ 476,288
3B. All Other Classes Newly Taxable.....	\$ 443,142
3C. Abated Property Newly Taxable.....	\$ 11,204
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 54,857,123
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
Total Incremental Value			\$ 2,128,045

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SHEPHERD CEMETERY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 678,358,406
2. 2026 Total Taxable Value ²	\$ 8,121,720
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 107,999
3A. Class 4 Newly Taxable.....	\$ 95,109
3B. All Other Classes Newly Taxable.....	\$ 12,890
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 8,121,720
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
HUNTLEY CEMETERY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 791,262,622
2. 2026 Total Taxable Value ²	\$ 11,153,673
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 400,040
3A. Class 4 Newly Taxable.....	\$ 177,544
3B. All Other Classes Newly Taxable.....	\$ 222,497
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 11,153,673
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LAUREL FIRE DISTRICT #7

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ -
2. 2026 Total Taxable Value ²	\$ 14,166,707
3. 2026 Taxable Value of Newly Taxable Property.....	\$ -
3A. Class 4 Newly Taxable.....	\$ -
3B. All Other Classes Newly Taxable.....	\$ -
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 14,166,707
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
CITY OF LAUREL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$	952,609,865
2. 2026 Total Taxable Value ²	\$	11,663,356
3. 2026 Taxable Value of Newly Taxable Property.....	\$	181,250
3A. Class 4 Newly Taxable.....	\$	53,831
3B. All Other Classes Newly Taxable.....	\$	127,419
3C. Abated Property Newly Taxable.....	\$	-
4. 2026 Taxable Value less Incremental Taxable Value ³	\$	9,535,311
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. TIF Districts		

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
Total Incremental Value			\$ 2,128,045

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD WATER & SEWER DIST PHASE 1

MONTANA

Form AB-72T

Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 297,403,552
2. 2026 Total Taxable Value ²	\$ 4,825,160
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 60,514
3A. Class 4 Newly Taxable.....	\$ 29,963
3B. All Other Classes Newly Taxable.....	\$ 30,551
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 4,825,160
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
COUNTY ROAD FUND

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 11,852,964,785
2. 2026 Total Taxable Value ²	\$ 211,531,567
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 5,377,194
3A. Class 4 Newly Taxable.....	\$ 3,155,765
3B. All Other Classes Newly Taxable.....	\$ 1,533,829
3C. Abated Property Newly Taxable.....	\$ 687,600
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 210,838,341
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD FIRE DISTRICT #8

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 1,353,813,220
2. 2026 Total Taxable Value ²	\$ 16,909,183
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 240,506
3A. Class 4 Newly Taxable.....	\$ 208,467
3B. All Other Classes Newly Taxable.....	\$ 32,039
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 16,215,957
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

LOCKWOOD PEDESTRIAN LEVY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 1,738,969,736
2. 2026 Total Taxable Value ²	\$ 29,217,332
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 416,418
3A. Class 4 Newly Taxable.....	\$ 189,000
3B. All Other Classes Newly Taxable.....	\$ 88,059
3C. Abated Property Newly Taxable.....	\$ 139,359
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 28,524,106
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LAUREL FIRE DISTRICT #5

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ -
2. 2026 Total Taxable Value ²	\$ 525,417
3. 2026 Taxable Value of Newly Taxable Property.....	\$ -
3A. Class 4 Newly Taxable.....	\$ -
3B. All Other Classes Newly Taxable.....	\$ -
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 525,417
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
CUSTER CEMETERY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 104,473,973
2. 2026 Total Taxable Value ²	\$ 2,192,243
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 78,665
3A. Class 4 Newly Taxable.....	\$ 9,712
3B. All Other Classes Newly Taxable.....	\$ 68,953
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 2,192,243
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
BROADVIEW CEMETERY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 266,088,728
2. 2026 Total Taxable Value ²	\$ 9,010,623
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 910,873
3A. Class 4 Newly Taxable.....	\$ 61,900
3B. All Other Classes Newly Taxable.....	\$ 848,973
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 9,010,623
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
CITY OF BROADVIEW

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$	19,766,582
2. 2026 Total Taxable Value ²	\$	253,186
3. 2026 Taxable Value of Newly Taxable Property.....	\$	10,615
3A. Class 4 Newly Taxable.....	\$	9,579
3B. All Other Classes Newly Taxable.....	\$	1,036
3C. Abated Property Newly Taxable.....	\$	-
4. 2026 Taxable Value less Incremental Taxable Value ³	\$	253,186
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$	-
6. TIF Districts <No applicable TIF data.>		

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$	-
II. Total value exclusive of "newly taxable" property	\$	-

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
CITY OF BILLINGS

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 21,327,092,756
2. 2026 Total Taxable Value ²	\$ 264,200,643
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 4,715,633
3A. Class 4 Newly Taxable.....	\$ 4,278,795
3B. All Other Classes Newly Taxable.....	\$ 436,837
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 250,588,641
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Total Incremental Value			\$ 13,612,002

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 24 - HUNTLEY HIGH SCHOOL (K-12)

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 923,238,359
2. 2026 Total Taxable Value ²	\$ 14,984,036
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 2,179,344
3A. Class 4 Newly Taxable.....	\$ 185,644
3B. All Other Classes Newly Taxable.....	\$ 1,993,700
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 14,984,036
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 23 -ELYSIAN ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 2,443,004,264
2. 2026 Total Taxable Value ²	\$ 37,661,371
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 801,779
3A. Class 4 Newly Taxable.....	\$ 666,017
3B. All Other Classes Newly Taxable.....	\$ 135,762
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 36,310,591
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
Total Incremental Value			\$ 1,350,780

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SD 21J BROADVIEW (K-12)

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 266,088,728
2. 2026 Total Taxable Value ²	\$ 9,010,623
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 910,873
3A. Class 4 Newly Taxable.....	\$ 61,900
3B. All Other Classes Newly Taxable.....	\$ 848,973
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 9,010,623
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 17- MORIN ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 63,502,273
2. 2026 Total Taxable Value ²	\$ 2,475,055
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 45,498
3A. Class 4 Newly Taxable.....	\$ 16,006
3B. All Other Classes Newly Taxable.....	\$ 29,491
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 2,475,055
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 8 - ELDERGROVE ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 1,463,940,327
2. 2026 Total Taxable Value ²	\$ 17,626,493
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 1,410,624
3A. Class 4 Newly Taxable.....	\$ 1,241,064
3B. All Other Classes Newly Taxable.....	\$ 169,560
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 17,626,493
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 7D - LAUREL ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 254,163,090
2. 2026 Total Taxable Value ²	\$ 3,535,936
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 187,248
3A. Class 4 Newly Taxable.....	\$ 24,375
3B. All Other Classes Newly Taxable.....	\$ 162,874
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 3,535,936
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
LAUREL HIGH SCHOOL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 3,180,870,774
2. 2026 Total Taxable Value ²	\$ 60,576,791
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 951,639
3A. Class 4 Newly Taxable.....	\$ 513,313
3B. All Other Classes Newly Taxable.....	\$ 427,122
3C. Abated Property Newly Taxable.....	\$ 11,204
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 58,448,746
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
Total Incremental Value			\$ 2,128,045

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 4 - CANYON CREEK ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 616,531,059
2. 2026 Total Taxable Value ²	\$ 8,606,193
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 1,060,491
3A. Class 4 Newly Taxable.....	\$ 460,892
3B. All Other Classes Newly Taxable.....	\$ 599,599
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 8,606,193
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
COUNTY-WIDE LEVY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
COUNTY PLANNING

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 31,035,421,042
2. 2026 Total Taxable Value ²	\$ 430,663,584
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 9,414,179
3A. Class 4 Newly Taxable.....	\$ 7,021,682
3B. All Other Classes Newly Taxable.....	\$ 1,733,663
3C. Abated Property Newly Taxable.....	\$ 658,834
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 416,358,356
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 14,305,228

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

COUNTY WIDE HIGH SCHOOL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

BILLINGS HIGH SCHOOL DEBT SERVICE

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 28,752,381,050
2. 2026 Total Taxable Value ²	\$ 389,917,904
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 7,882,055
3A. Class 4 Newly Taxable.....	\$ 6,598,980
3B. All Other Classes Newly Taxable.....	\$ 624,241
3C. Abated Property Newly Taxable.....	\$ 658,834
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 375,612,676
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 14,305,228

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
STATE EDUCATION

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SOIL CONSERVATION

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ -
2. 2026 Total Taxable Value ²	\$ 314,781,649
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 7,499,892
3A. Class 4 Newly Taxable.....	\$ 7,499,892
3B. All Other Classes Newly Taxable.....	\$ (670,038)
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 307,045,089
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
Lockwood	\$1,541,588	\$848,362	\$693,226
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
Total Incremental Value			\$ 7,736,560

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
WEED CONTROL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
STATE VO-TECH

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and assessor must provide a list of all tax increment financing districts to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SCHOOL RETIREMENT & TRANSPORTATION

MONTANA

Form AB-72T

Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -

6. TIF Districts

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

GENERAL SCHOOL ELEMENTARY

MONTANA

Form AB-72T

Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 34,152,433,988
2. 2026 Total Taxable Value ²	\$ 487,648,752
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 10,260,818
3A. Class 4 Newly Taxable.....	\$ 7,497,970
3B. All Other Classes Newly Taxable.....	\$ 2,092,810
3C. Abated Property Newly Taxable.....	\$ 670,038
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 471,215,479
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 16,433,273

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SD 2 - BLGS ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 21,298,847,316
2. 2026 Total Taxable Value ²	\$ 281,215,269
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 4,403,963
3A. Class 4 Newly Taxable.....	\$ 3,690,967
3B. All Other Classes Newly Taxable.....	\$ 191,943
3C. Abated Property Newly Taxable.....	\$ 521,053
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 268,954,047
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Total Incremental Value			\$ 12,261,222

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
BILLINGS HIGH SCHOOL

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 27,013,411,314
2. 2026 Total Taxable Value ²	\$ 360,700,572
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 7,530,598
3A. Class 4 Newly Taxable.....	\$ 6,409,980
3B. All Other Classes Newly Taxable.....	\$ 601,143
3C. Abated Property Newly Taxable.....	\$ 519,475
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 347,088,570
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
East Billings	\$3,170,097	\$1,939,797	\$1,230,300
South Billings Boulevard	\$19,316,300	\$13,804,071	\$7,596,293
South Billings Boulevard	\$3,434,844	\$13,804,071	\$1,350,780
North 27 Street Expanded	\$7,546,867	\$4,112,238	\$3,434,629
Total Incremental Value			\$ 13,612,002

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
WORDEN FIRE DISTRICT

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ -
2. 2026 Total Taxable Value ²	\$ 859,731
3. 2026 Taxable Value of Newly Taxable Property.....	\$ -
3A. Class 4 Newly Taxable.....	\$ -
3B. All Other Classes Newly Taxable.....	\$ -
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 859,731
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 7 - LAUREL ELEMENTARY

MONTANA

Form AB-72T

Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 2,926,707,684
2. 2026 Total Taxable Value ²	\$ 57,040,855
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 868,058
3A. Class 4 Newly Taxable.....	\$ 488,938
3B. All Other Classes Newly Taxable.....	\$ 367,916
3C. Abated Property Newly Taxable.....	\$ 11,204
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 54,912,810
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Laurel	\$3,297,268	\$1,169,223	\$2,128,045
Total Incremental Value			\$ 2,128,045

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 3 - BLUE CREEK ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 511,670,056
2. 2026 Total Taxable Value ²	\$ 6,146,937
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 54,530
3A. Class 4 Newly Taxable.....	\$ 48,425
3B. All Other Classes Newly Taxable.....	\$ 6,105
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 6,146,937
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatement have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)
Yellowstone County
SD 26 - LOCKWOOD K-12

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 1,738,969,736
2. 2026 Total Taxable Value ²	\$ 29,217,332
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 416,418
3A. Class 4 Newly Taxable.....	\$ 189,000
3B. All Other Classes Newly Taxable.....	\$ 88,059
3C. Abated Property Newly Taxable.....	\$ 139,359
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 28,524,106
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts	

Tax Increment District Name	Current Taxable Value ²	Base Taxable Value	Incremental Value
Lockwood	\$1,541,588	\$848,362	\$693,226
Total Incremental Value			\$ 693,226

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatements have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.



2026 Certified Taxable Valuation Information

(15-10-202, MCA)

Yellowstone County

SD 37 - SHEPHERD ELEMENTARY

MONTANA
Form AB-72T
Rev. 6-26

Certified values are now available online at property.mt.gov/cov

1. 2026 Total Market Value ¹	\$ 678,358,406
2. 2026 Total Taxable Value ²	\$ 8,121,720
3. 2026 Taxable Value of Newly Taxable Property.....	\$ 107,999
3A. Class 4 Newly Taxable.....	\$ 95,109
3B. All Other Classes Newly Taxable.....	\$ 12,890
3C. Abated Property Newly Taxable.....	\$ -
4. 2026 Taxable Value less Incremental Taxable Value ³	\$ 8,121,720
5. 2026 Taxable Value of Net and Gross Proceeds ⁴ (Class 1 and Class 2).....	\$ -
6. TIF Districts <No applicable TIF data.>	

Preparer Dawn Ostermiller

Date 8/3/2026

¹Market value does not include class 1 and class 2 value

²Taxable value is calculated after abatement have been applied

³This value is the taxable value less total incremental value of all tax increment financing districts

⁴The taxable value of class 1 and class 2 is included in the taxable value totals

For Information Purposes Only

2026 taxable value of centrally assessed property having a market value of \$1 million or more, which has transferred to a different ownership in compliance with 15-10-202(2), MCA.

I. Value Included in "newly taxable" property	\$ -
II. Total value exclusive of "newly taxable" property	\$ -

Note

Special district resolutions must be delivered to the department by the first Thursday after the first Tuesday in September, 9/3/2026, or within 30 calendar days after the date on this form 7-11-1025(8), MCA.

The county clerk and recorder must provide mill levies for each taxing jurisdiction to the department by the second Monday in September, 9/13/2026, or within 30 calendar days after the date on this form 15-10-305(1)(a), MCA.

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: Checks and Disbursements

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Checks and Disbursements for July 2026

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Checks and Disbursements

Yellowstone District Court

User: CUA654

End of Period Disbursement Detail

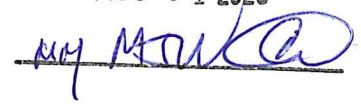
Bank Account: Wells Fargo - 9505883054925

From 08/03/2026 to 08/03/2026

Total Only

Yellowstone County Commissioners
RECEIVED

AUG 04 2026



Check Number: None

Date	Description	Case Number	Payer	Citation No.	Amount
<u>Account 200-0001 - Adoptive Services Special Revenue 7462</u>					
Account 200-0001 Total:					\$375.00
<u>Account 200-0155 - Billings Drug Fund City 7850-000-021240</u>					
Account 200-0155 Total:					\$2,180.24
<u>Account 200-0400 - County Drug Forfeiture</u>					
Account 200-0400 Total:					\$76.00
<u>Account 200-0450 - District Court Fund</u>					
Account 200-0450 Total:					\$5,358.75
<u>Account 200-0500 - Domestic Violence Intervention Program 7468</u>					
Account 200-0500 Total:					\$1,872.00
<u>Account 200-0525 - Felony Surcharge</u>					
Account 200-0525 Total:					\$3,123.60
<u>Account 200-0550 - Fines 7466</u>					
Account 200-0550 Total:					\$11,213.33
<u>Account 200-0650 - Indigent Legal 7466</u>					
Account 200-0650 Total:					\$1,654.24
<u>Account 200-0700 - Misdemeanor Surcharge</u>					
Account 200-0700 Total:					\$286.82
<u>Account 200-0780 - Drug Forfeiture Due to State 7450.000.000.021220.0</u>					
Account 200-0780 Total:					\$802.00
<u>Account 200-0800 - State General 7461</u>					
Account 200-0800 Total:					\$20,092.00
<u>Account 200-0850 - State General Additional Filing Fee 7461</u>					
Account 200-0850 Total:					\$4,960.00
<u>Account 200-0900 - State General Commencement of Action 7463</u>					
Account 200-0900 Total:					\$12,870.00
<u>Account 200-0950 - State General Dissolution 7464</u>					
Account 200-0950 Total:					\$7,310.00
<u>Account 200-1050 - Technology Surcharge 7458</u>					
Account 200-1050 Total:					\$4,201.48
<u>Account 200-1200 - Victim Witness Admin Fee</u>					
Account 200-1200 Total:					\$42.64
<u>Account 200-1250 - Victim Witness Surcharge</u>					
Account 200-1250 Total:					\$1,434.90

End of Period Disbursement Detail

Bank Account: Wells Fargo - 9505883054925

From 08/03/2026 to 08/03/2026

Total Only

Check Number: None					
Date	Description	Case Number	Payer	Citation No.	Amount
				Check Total:	\$ 77,853.00
				Report Total:	\$77,853.00

Fine Fee Summary

From 07/01/2026 06:01 AM to 07/31/2026 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts

Case Payment

Billings Drug Forfeiture Fund	2,080.00
Billings Drug Fund City	80.00
Case Payment Overage	836.69
Drug Forfeiture Fund County	76.00
Felony Surcharge	2,867.32
Fine	9,195.00
Legal Fee	1,818.41
MHP Drug Fund	802.00
Misdemeanor Surcharge	252.91
Public Defender Fee	1,055.53
Technology Surcharge	352.91
Victim Witness Admin Fee	34.00
Victim Witness Surcharge	1,269.63

Subtotal: 20,720.40

Civil Filing Payment

Adoption	420.00
Appearance	1,120.00
Certification with a Seal	38.00
Commencement of Action or Proceedings / Invalidity	2,880.00
Copies - First 10 Pages	27.00
Copy of Decree of Dissolution	480.00
Copy of Marriage License	15.00
Executions, Orders of Sale, Writs	25.00
Guardianship/Conservatorship Probate/ Formal And Informal	600.00
Judgment Entry From Prevailing Party	1,300.00
Marriage License	7,632.00
Petition For Dissolution	4,400.00

Subtotal: 18,937.00

Misc. Payment

Certification With A Seal	554.00
Copies - 11 Pages or More	1,163.00
Copies - First 10 Pages	811.00
Copies by Email, Fax, etc - Outgoing	549.75
Copy of Decree of Dissolution	300.00
Copy of Marriage License	495.00
Postage	64.00
Searches - 1st Seven Years \$2 Per Name Per Year	4.00
Substitution of Judge	200.00

Subtotal: 4,140.75

Fine Fee Summary

From 07/01/2026 06:01 AM to 07/31/2026 06:00 PM

All Case Types and Sub-Types

All Clerks

Receipts**Trust Receipt**

Trust

144,157.11

Subtotal: 144,157.11

Unapplied Receipt Accept

Unapplied Receipt

33,496.76

Subtotal: 33,496.76

Total Receipts: 221,452.02

Transfers**Case Payment**

Billings Drug Forfeiture Fund

11.61

Billings Drug Fund

1.98

Billings Drug Fund City

6.65

Felony Surcharge

256.28

Fine

29.53

Legal Fee

170.39

Misdemeanor Surcharge

33.91

Public Defender

9.95

Public Defender Fee

588.76

Technology Surcharge

88.57

Victim Witness Admin Fee

8.64

Victim Witness Surcharge

165.27

Subtotal: 1,371.54

Civil Filing Payment

Adoption

105.00

Appearance

4,200.00

Commencement of Action or Proceedings / Invalidity

14,280.00

Confession of Judgment

50.00

Executions, Orders of Sale, Writs

1,875.00

Foreign Judgment

360.00

Guardianship/Conservatorship Probate/ Formal And Informal

4,700.00

Judgment Entry From Prevailing Party

2,300.00

Petition For Contested Amendments to Parenting Plan

240.00

Petition For Dissolution

4,200.00

Substitution of Judge

200.00

Transcript of Judgment

1,000.00

Transfer to another Court / Change of Venue

10.00

Subtotal: 33,520.00

Total Transfers: 34,891.54

Fine Fee Summary

From 07/01/2026 06:01 AM to 07/31/2026 06:00 PM

All Case Types and Sub-Types

All Clerks

Report Total:

256,343.56

B.O.C.C. Regular

Meeting Date: 08/11/2026

Title: Detailed Cash Investment Report July 2026

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Detailed Cash Investment Report July 2026

BACKGROUND:

See attached

RECOMMENDED ACTION:

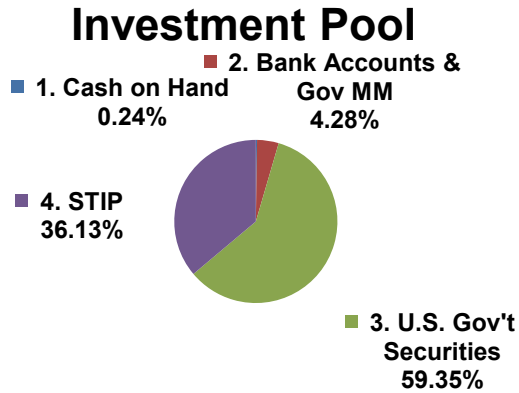
Place to file.

Attachments

Detailed Cash Investment Report July 2026

YELLOWSTONE COUNTY INVESTMENT POOL
DETAILED CASH INVESTMENT REPORT
 July, 2026

MONTH-END PORTFOLIO MIX



INVESTMENT TYPE	AMOUNT	%	INTEREST RATE
1. Cash on Hand	634,756.60	0.24%	N/A
2. Bank Accounts & Gov MM	11,262,368.27	4.28%	Varies
3. U.S. Gov't Securities	156,044,983.91	59.35%	.95 - 5.1%
4. STIP	95,000,000.00	36.13%	3.893%

TOTAL	<u>262,942,108.78</u>	<u>100.00%</u>
--------------	-----------------------	----------------

	# OF DAYS	INTEREST EARNED	AVERAGE INVESTABLE CASH	YIELD
July-25	31	914,627	295,496,902	3.64%
August-25	31	0	0	#DIV/0!
September-25	30	0	0	#DIV/0!
October-25	31	0	0	#DIV/0!
November-25	30	0	0	#DIV/0!
December-25	31	0	0	#DIV/0!
January-26	31	0	0	#DIV/0!
February-26	28	0	0	#DIV/0!
March-26	31	0	0	#DIV/0!
April-26	30	0	0	#DIV/0!
May-26	31	0	0	#DIV/0!
June-26	30	0	0	#DIV/0!
TOTAL Y-T-D	<u>365</u>	<u>914,627</u>	<u>25,096,997</u>	<u>3.64% YTD AVE</u>

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT NARRATIVE
July, 2026

MARKET TREND

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

	<u>07/31/26</u>	<u>06/30/26</u>	<u>YIELD</u> <u>CHANGE</u>	<u>Last year</u> <u>7/31/2025</u>
90 day	3.83	3.87	(0.04)	4.41
1 year	4.08	3.98	0.10	4.10
2 year	4.28	4.14	0.14	3.94
3 year	4.34	4.15	0.19	3.89
5 year	4.45	4.19	0.26	3.96

MARKET CONDITIONS

INVESTMENT ACTIVITY

One maturity in July.

Respectfully submitted,

Jen Jones
Yellowstone County Finance Director

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
July, 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	0.00	0.00	0.00	0.00	3.000%	100.000000	2.500%	QTRLY	22,500.00	4(b)	3130AMZS4
FFC	BUCHANAN CAP	09/01/23	3 Yrs	09/01/26	7,000,000.00	(5,326.09)	0.00	6,994,673.91	4.750%	0.999239	4.750%	MAR/SEPT		(f)	3133EPUW3
FFC	D.A. DAVIDSON	10/27/25	1 Yrs	10/27/26	4,000,000.00	0.00	0.00	4,000,000.00	3.500%	1.000000	3.500%	APR/OCT		(f)	3133ETL62
FFC	D.A. DAVIDSON	12/07/23	3 Yrs	12/07/26	5,000,000.00	(1,400.00)	0.00	4,998,600.00	4.385%	0.999720	4.375%	JUNE/DEC		(f)	3133EPK79
FFC	D.A. DAVIDSON	07/23/24	3 Yrs	07/23/27	3,000,000.00	0.00	0.00	3,000,000.00	4.250%	100.000000	4.250%	JAN/JULY	63,750.00	(f)	3133ERMB4
FFC	BUCHANAN CAP	11/15/23	4 Yrs	11/15/27	5,000,000.00	(11,000.00)	0.00	4,989,000.00	4.686%	0.997800	4.625%	MAY/NOV		(f)	3133EPC60
FFC	D.A. DAVIDSON	12/09/25	2 Yrs	12/09/27	3,000,000.00	0.00	0.00	3,000,000.00	3.500%	100.000000	3.500%	JUNE/DEC		(f)	3133ET3G0
FNMA	D.A. DAVIDSON	12/12/23	4 Yrs	12/28/27	6,000,000.00	(296,840.00)	0.00	5,703,160.00	4.470%	0.950527	0.950%	JUNE/DEC		(d)	3135GA7G0
FHLB	D.A. DAVIDSON	04/07/26	2 Yrs	04/07/28	3,000,000.00	0.00	0.00	3,000,000.00	4.000%	100.000000	4.000%	APR/OCT		30	3130BA6Z5
FFC	D.A. DAVIDSON	04/12/24	4 Yrs	04/12/28	4,000,000.00	(21,680.00)	0.00	3,978,320.00	4.650%	0.994580	4.500%	APR/OCT		(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)	3133EWLH1
FHLMC	BUCHANAN CAP	11/06/25	3 Yrs	11/06/28	3,000,000.00	0.00	0.00	3,000,000.00	3.800%	100.000000	3.800%	MAY/NOV		28	3134HB3W9
FFC	D.A. DAVIDSON	11/13/23	5 Yrs	11/13/28	5,000,000.00	0.00	0.00	5,000,000.00	4.625%	100.000000	4.625%	MAY/NOV		(f)	3133EPC45
FFC	D.A. DAVIDSON	11/24/25	3 Yrs	11/24/28	3,000,000.00	0.00	0.00	3,000,000.00	3.870%	100.000000	3.870%	MAY/NOV		(h)	3133ETZ34
FFC	D.A. DAVIDSON	12/15/23	5 Yrs	12/15/28	3,000,000.00	(4,020.00)	0.00	2,995,980.00	4.275%	0.998660	4.250%	JUNE/DEC		(f)	3133EPN50
FHLB	D.A. DAVIDSON	03/20/26	3 Yrs	03/20/29	4,000,000.00	0.00	0.00	4,000,000.00	3.750%	100.000000	3.750%	MAR/SEPT		12	3130B9WV86
FNMA	D.A. DAVIDSON	04/06/26	3 Yrs	04/06/29	5,000,000.00	0.00	0.00	5,000,000.00	4.350%	100.000000	4.350%	APR/OCT		15	3136GCWN1
FHLB	BUCHANAN CAP	04/30/24	5 Yrs	04/26/29	3,000,000.00	0.00	0.00	3,000,000.00	5.100%	100.000000	5.100%	APR/OCT		(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		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	73,500.00	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	77,500.00	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		95,000,000.00			95,000,000.00	3.893%				83,753.24		
GOV MM/ BANK ACCOUNTS			DAILY		11,262,368.27			11,262,368.27	Varies				71,980.20		
CASH ON HAND					634,756.60			634,756.60	N/A				(11,693.54)	Fees-WFB-Curr Mo	
TOTAL INVESTABLE CASH:					263,397,124.87	(455,016.09)	0.00	262,942,108.78					381,289.90	Ties to Treas Report Col O	

YELLOWSTONE COUNTY INVESTMENT POOL
INVESTMENT DETAIL
July, 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. #
					=====	=====	=====	=====					=====		381,289.90
							cross foot	262,942,108.78							0.00
							From daily activit	262,942,108.78							
								0.00							
														0.59	156,044,983.91
														0.36	95,000,000.00
Call feature: a) one-time b) quarterly c) monthly d) semi-annual e) annual f) non-callable g) one quarterly call and then continuous h) one annual call and then continuous i) 9 month no call then quarterly j) 1.5 yr no call then quarterly														0.05	11,897,124.87
k) 2 year no call then continuous														1.00	262,942,108.78

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.

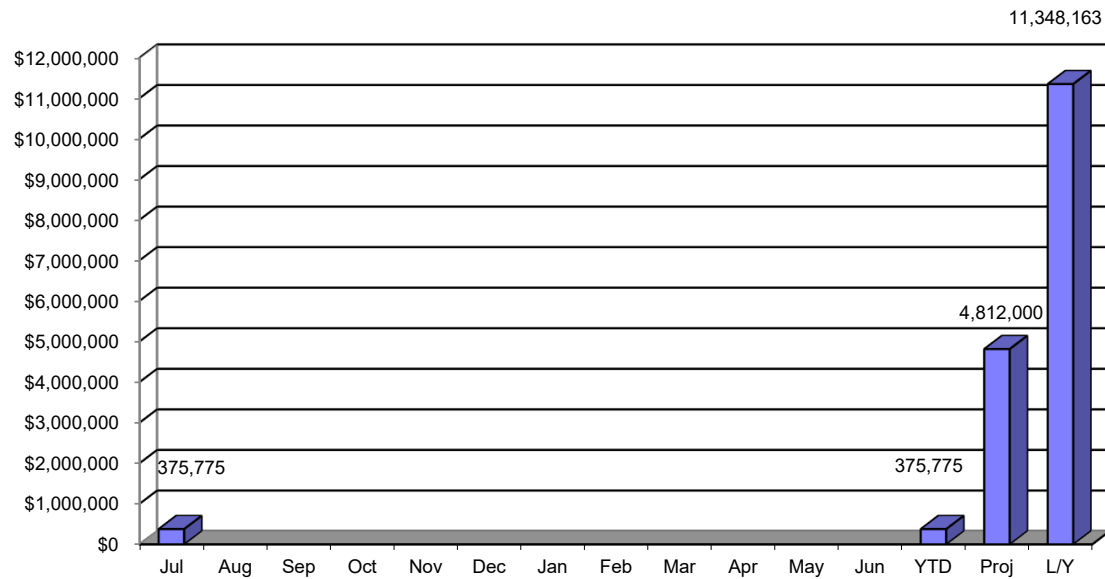
This purchase allows the pool to gain an effective yield of 4.56% vs. the stated rate on the agency of .95%.

YELLOWSTONE COUNTY INVESTMENT POOL

July, 2026

INTEREST COLLECTIONS

For Fiscal Year 2027



Jul	375,774.83
Aug	
Sep	
Oct	
Nov	
Dec	
Jan	
Feb	
Mar	
Apr	
May	
Jun	
YTD	375,774.83
Proj	4,812,000
L/Y	11,348,163

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

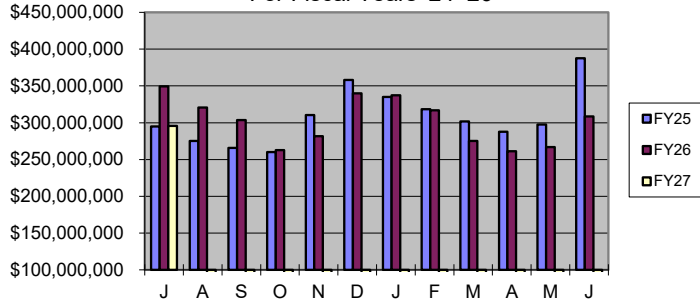
<u>MO</u>	<u>YR</u>	<u>Days in Month</u>	<u>ACCR INT Beg of Month</u>	<u>ACCR INT End of Month</u>	<u>CHANGE</u>	<u>INTEREST COLLECTED</u>	<u>INTEREST EARNED</u>	<u>DAILY CASH BALANCE</u>	<u>AVE RATE OF RETURN</u>
7	24	31	1,451,792	2,178,906	727,114	351,878	1,078,992	294,837,015	4.31%
8	24	31	2,178,906	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)

July, 2026

AVERAGE INVESTABLE CASH

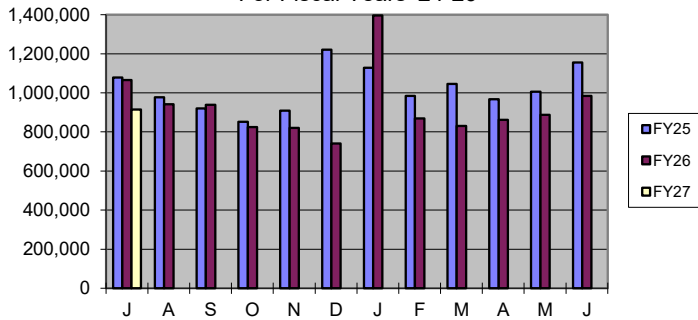
For Fiscal Years '24-'26



	FY25	FY26	FY27
J	294,837,015	349,258,352	295,496,902
A	275,119,850	320,615,063	0
S	265,892,311	303,721,259	0
O	260,017,454	262,725,820	0
N	310,527,407	281,544,160	0
D	358,211,822	339,992,735	0
J	334,924,682	337,356,387	0
F	318,405,255	316,987,437	0
M	301,894,966	275,267,951	0
A	287,785,926	261,395,846	0
M	297,512,425	266,859,853	0
J	387,767,863	308,475,730	0

INTEREST EARNINGS

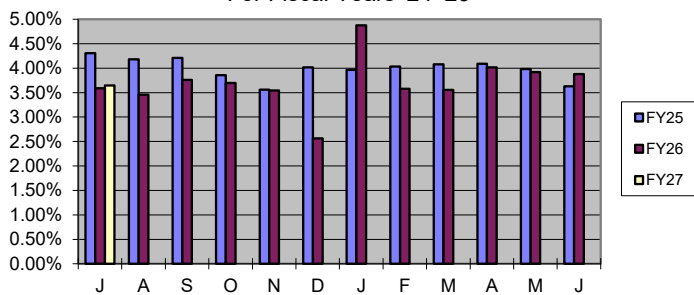
For Fiscal Years '24-'26



	FY25	FY26	FY27
J	1,078,992	1,065,199	914,627
A	977,168	942,302	0
S	920,204	939,027	0
O	851,325	824,497	0
N	908,562	820,551	0
D	1,221,369	741,117	0
J	1,128,523	1,396,422	0
F	984,567	869,616	0
M	1,045,877	831,263	0
A	966,815	862,621	0
M	1,006,409	887,822	0
J	1,155,816	984,247	0
	12,245,627	11,164,684	914,627

INVESTMENT YIELD

For Fiscal Years '24-'26



	FY25	FY26	FY27
J	4.31%	3.59%	3.64%
A	4.18%	3.46%	#DIV/0!
S	4.21%	3.76%	#DIV/0!
O	3.85%	3.70%	#DIV/0!
N	3.56%	3.54%	#DIV/0!
D	4.01%	2.57%	#DIV/0!
J	3.97%	4.87%	#DIV/0!
F	4.03%	3.58%	#DIV/0!
M	4.08%	3.56%	#DIV/0!
A	4.09%	4.02%	#DIV/0!
M	3.98%	3.92%	#DIV/0!
J	3.63%	3.88%	#DIV/0!

July, 2026

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YELLOWSTONE COUNTY
NONPOOLED (SEPARATE) INVESTMENTS - SD#2 (DEBT SERVICE SINKING FUND & RESERVED)
July, 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