

OFFICIAL AGENDA
TUESDAY September 22, 2026
Meeting Start Time: 9:00 a.m.
Board of County Commissioners
Yellowstone County, Montana
Ostlund Building
2825 3rd Ave N, Room 309
Billings, MT

Pledge to the Flag: Moment of Silence: Minutes

REGULAR AGENDA

9:00 a.m. PRESENTATION AND RECOGNITION

- a. Swearing in of New Sheriff's Deputy - Deputy Bryan Bartholomew
- b.

Greg Fisher	Road	30 Years of Service
Jackie Mariscal	Treasurer	10 Years of Service
Shane Vancleave	Road	10 Years of Service

PUBLIC COMMENTS ON REGULAR, CONSENT AND FILED AGENDA ITEMS

1. PLANNING DEPARTMENT

Whitehorse Estates Subdivision, 2nd Filing - Major Subdivision

CLAIMS

CONSENT AGENDA

1. COMMISSIONERS

Change Order #6 Additional Parking Lot Bollards- Dick Anderson Construction-Ostlund Building

2. COUNTY ATTORNEY

Letter to Delegates

3. FINANCE

- a. Contract with Allied Controls and Mechanical for Heat Pump
- b. Courthouse Renovation Sletten Construction Pay App #2
- c. Establish a Change Drawer for Junk Vehicle for \$60.00.
- d. Bond for Lost Warrants
- e. Finance - Request to Expend - New Cell Phone for Purchasing Agent

4. **PUBLIC WORKS**

- a. Professional Services Agreement - Great West Engineering
- b. Public Works, Central Avenue & 48th Street West - Change Order #2 with Knife River

5. **SUPERINTENDENT OF SCHOOLS**

Corrected FY27 School Mills

6. **HUMAN RESOURCES**

PERSONNEL ACTION REPORTS - Detention Facility - 2 Appointments, 1 Salary & Other, 1 Termination; **DES** - 1 Termination; **Human Resources** - 2 Salary & Other; **Public Works** - 1 Salary & Other; **Youth Services Center** - 1 Appointment, 1 Termination; **County Attorney** - 1 Appointment, 1 Termination; **Weed Department** - 1 Appointment; **MetraPark** - 1 Appointment, 1 Salary & Other, 1 Termination

FILE ITEMS

1. **CLERK AND RECORDER**

Board Minutes - Lockwood Irrigation District Board Minutes

2. **COMMISSIONERS**

Board Minutes - Tax Appeal 9/14/26

3. **PUBLIC WORKS**

Contract with Solo Marking, LLC

PUBLIC COMMENTS ON COUNTY BUSINESS

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

B.O.C.C. Regular

a.

Meeting Date: 09/22/2026

Title: Swearing in of New Sheriff's Deputy

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Swearing in of New Sheriff's Deputy - Deputy Bryan Bartholomew

BACKGROUND:

N/A

RECOMMENDED ACTION:

Swearing in.

B.O.C.C. Regular

b.

Meeting Date: 09/22/2026

Title: September Recognition

Submitted By: Charri Victory

TOPIC:

Greg Fisher	Road	30 Years of Service
Jackie Mariscal	Treasurer	10 Years of Service
Shane Vancleave	Road	10 Years of Service

BACKGROUND:

na

RECOMMENDED ACTION:

na

B.O.C.C. Regular**Meeting Date:** 09/22/2026**SUBJECT:** Whitehorse Estates Subdivision, 2nd Filing - Major Subdivision**THROUGH:** Dave Green**FROM:** Dave Green

TOPIC

Whitehorse Estates Subdivision, 2nd Filing - Major Subdivision

INTRODUCTION

On July 1, 2026, Performance Engineering, Taylor Kasperick, agent, applied for preliminary major plat approval of Whitehorse Estates Subdivision, 2nd Filing. The subdivision will create 13 lots for residential development. The subject property is generally located west of South 48th Street West, and north of Hesper Road. This parcel of land is zoned RR1-Rural-Residential 1. This requires a 1 acre to 2.9 acre lots. These lots will be for residential development on large lots.

RECOMMENDATION

The Planning Board conducted a public hearing to take public comment, and is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Whitehorse Estates Subdivision, 2nd Filing, approval of the variances requested, and adoption of the Findings of Fact, as presented in the staff report.

VARIANCE REQUESTED

- The applicant has requested a variance from Section 4.6.B.7 of the Yellowstone County Subdivision Regulations is being requested regarding the right-of-way width along S 52nd Street West. The regulations require subdividers to provide the entire right-of-way if they cannot get the required right-of-way from the adjacent property owner. The Developer is requesting to provide half of the road width with this variance. Staff, which include Planning, County Public Works and County Legal, are recommending approval of the variance request. Further explanation and analysis can be found in Attachment A.
- The applicant has requested a variance from Table 4.6.C.1 of the Yellowstone County Subdivision Regulations for constructed road width is being requested, regarding the constructed roadway width for S 52nd Street West. This variance is requesting to build a standard 24-foot-wide road with two-foot shoulders on each side, instead of the 44' wide road within an 80' right of way. This variance is a companion to the first variance. Staff, which include Planning, County Public Works and County Legal, are recommending approval of the variance request. Further explanation and analysis can be found in Attachment B.
- The applicant has requested a variance from Section 4.4.G of the Yellowstone County Subdivision Regulations is being requested regarding the creation of double frontage lots within the proposed subdivision. This variance is regarding double frontage lots. Lots on the western edge of the subdivision have frontage on the internal street, and the future collector road South 52nd Street West. Staff, which include Planning, County Public Works and County Legal, are recommending approval of the variance request. Further explanation and analysis can be found in Attachment C.

PROPOSED CONDITIONS OF APPROVAL

Pursuant to Section 76-3-608(4), MCA, the following conditions are recommended to reasonably minimize potential adverse impacts identified within the Findings of Fact.

1. To protect water users and the interests of water users downstream, prior to final plat, the applicant will follow the requirements of YCSR Section 4.13, Disposition of Water Rights, and create or designate a single entity that handles disposition and management of water rights to each property owner.
2. To protect public health and safety, prior to final plat approval, the applicant will receive approval from the MDEQ for the proposed water systems, septic systems and the proposed storm water management.
3. To provide a maintenance mechanism for the new sections of public roads with the subdivision and to protect public health and safety, prior to final plat approval, the applicant will petition to create an RSID for the future maintenance of the public roads.
4. To provide correct road rights-of-way widths and road construction width, should the variances for right-of-way and road construction width not be granted, prior to final plat approval, the developer will provide the correct road right-of-way for S 52nd St W and build the road surface as required by County Public Works.
5. To minimize the effects on local service, prior to final plat approval, the applicant will coordinate with the USPS for locating and providing the correct amount of space for safely delivering the mail to the residents.
6. To minimize effects on the natural environment, prior to final plat approval, a weed management plan and property inspection shall be completed by the County Weed Department.
7. To meet the requirements of Yellowstone County Subdivision Regulations for park land provision, prior to final plat approval, the applicant shall complete the Yellowstone County Subdivision Regulation requirement in Section 10.6 to determine the appropriate cash-in-lieu contribution.
8. Minor changes may be made in the SIA and final documents, as requested by the Planning, Legal or Public Works Departments to clarify the documents and bring them into the standard acceptable format.
9. The final plat shall comply with all requirements of the Yellowstone County Subdivision Regulations, rules, policies, and resolutions of Yellowstone County, and the laws and Administrative Rules of the State of Montana.

PROCEDURAL HISTORY

- Pre-application meeting February 26, 2026
- Preliminary plat application submitted to Planning Division on July 1, 2026
- Departmental Review Meeting July 16, 2026
- Re-submittal of proposed plat July 23, 2026
- Planning Board plat review meeting August 11, 2026
- Planning Board public hearing meeting August 25, 2026
- Preliminary plat to Board of County Commissioners, September 22, 2026
- 60 working-day preliminary plat review period ends September 24, 2026

PLAT INFORMATION

General location: The subject property is generally located west of South 48th Street West, north of Hesper Road.

Legal Description: Lots 1A-1 and 2A-1 of the Amended Plat of Lot 12 of Whitehorse Estates, 1st Filing of Lot 1A of Amended Plat of Lots 1 and 2 of the Plat of Whitehorse Subdivision.

Owner/Subdivider: Nexco, LLC

Surveyor/Engineer: Performance Engineering

Existing Zoning: RR1

Proposed Zoning: RR1

Existing Land Use: Former Farmland

Proposed Land Use: Large Lot Single Family

Gross area: 21.299 acres

Net area: 16.73

Proposed number of lots: 13

Max.: 78,573 square feet

Min.: 45,723 square feet

Parkland requirements: Parkland dedication for this subdivision is 36,444 square feet. The applicant will be making a cash-in-lieu contribution for the parkland requirement.

PLANNING BOARD PUBLIC HEARING DISCUSSION

Planning Board Public Hearing - August 25, 2026

The Planning Board held a public hearing on August 25, 2026. Staff gave a presentation to the Planning Board and the public in attendance. Staff went over the proposed subdivision and the requested variances. Staff then stood for any questions that the members of the board may have. Board member Ronquillo asked the distance of the subdivision from City Services? Staff informed the board that the nearest water and sewer lines are at the intersection of Shiloh and Hesper or King and S 48th St. West. Board member Stahly asked about the construction of S 52nd St West, paving, and if it is built at 24 feet wide, are there other roads to north that are built wider than this requested section of road through the variances? Staff answered that north of this subdivision there are no sections of road constructed wider. There are sections that are gravel within a 40-foot wide right of way. Board member Stahly asked if there be parking on S 52nd St West? Staff stated that since there would be no access from the lots to 52nd, there should be no parking on the road. The last question from the board to staff was regarding what the fire suppression is for this subdivision? Board President, John Staley stated that a 30,000 gallon fire tank just east of this subdivision.

The Planning Board President opened the public hearing. Mr. and Mrs. Miller stood to speak. They own the farm to the west. The Millers informed the board that the ditch on the common boundary between their farm and the subdivision is a drainage ditch that hasn't been used for 10–12 years. They believe there would be no reason to keep it and wanted to understand if the ditch would be removed. Staff clarified that there could be an easement for the drainage ditch and the developer will need to determine if removal of the ditch effects any users up or downstream.

Another couple stood to speak, Matthew and Karen Washut. They asked about water rights, and how this subdivision would affect them. Also, they were concerned about the weeds, and who takes care of them? Staff responded that the water and septic system have to be approved by DEQ. Staff informed them that the subdivider will need to have a weed management plan. This is enforced by the County Weed Department.

Mr. Taylor Kasperick, agent for the subdivider, stood to address the board. He stated the variances requested are the main issues with the subdivision. He also stated that parking would not be allowed on S 52nd St West. He moved to the requirement of having DEQ review all proposed water wells and septic systems. He stated they had not begun the process of obtaining approval yet. The Board also discussed the irrigation ditch located within or adjacent to the proposed roadway area. Mr. Kasperick stated that the ditch may be affected by roadway construction. If the ditch is no longer in use, it could potentially be paved over. Staff stated that if the ditch has an easement on it that would need to be resolved. They also need to make certain there are no users downstream or upstream that would be affected by having the ditch removed. Mr. Kasperick stated that additional information regarding ownership and use of the ditch would be gathered during the design process.

One final question from the board was in regard to S 52nd St West. If development does not take place to the west, will 52nd remain a residential road? Staff responded that it would remain a residential use

road only because it would only be for the benefit of this subdivision.

The public hearing was closed as there were no other questions from the board or from the public. A motion was made by Board member Stephenson to recommend conditional approval of the Whitehorse County subdivision, findings of fact, nine (9) conditions of approval, and three (3) variances. The motion was seconded by Board member Gravgaard. The motion passed unanimously.

YELLOWSTONE COUNTY BOARD OF COUNTY COMMISSIONERS FINDINGS OF FACT

See Attachment Findings of Fact.

CONCLUSIONS OF FINDINGS OF FACT

See Attachment Findings of Fact.

RECOMMENDATION

The Planning Board conducted a public hearing to take public comment, and is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Whitehorse Estates Subdivision, 2nd Filing, with approval of the variances requested, and adopt the Findings of Fact as presented in the staff report.

Attachments

Proposed Plat

Draft SIA

Findings of Fact

Variance request from applicant A

Variance request from applicant B

Variance request from applicant C

Variance A Staff Input

Variance B Staff Input

Variance C Staff Input

PE STANDARD CTB 8/26/2026 1:10:42 PM Z:\Dom\2025-135 Whitehorse Estates 2nd Filing\CADD\DWG\Plat\25-135 WH Estates 2nd Filing Prelim Plat.dwg

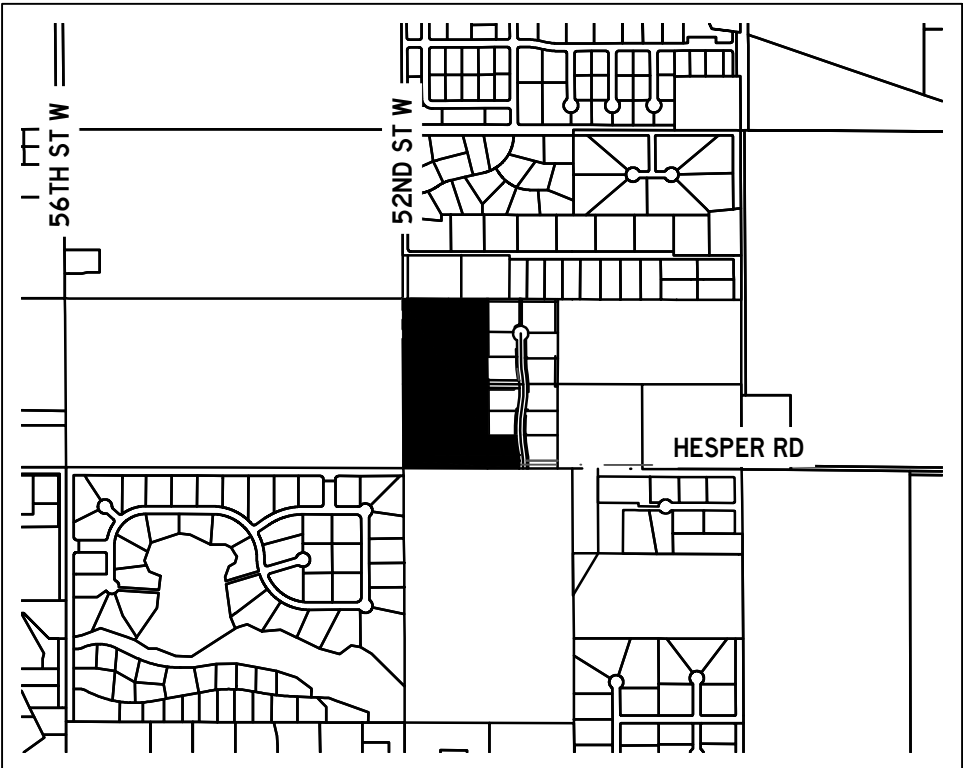
PRELIMINARY PLAT OF
WHITEHORSE ESTATES SUBDIVISION, SECOND FILING

BEING

LOTS 1A-1 AND 2A-1 OF THE AMENDED PLAT OF LOT 12 OF WHITEHORSE ESTATES, 1ST FILING AND LOT 1A OF AMENDED PLAT OF LOTS 1 AND 2 OF THE PLAT OF WHITEHORSE SUBDIVISION, LOCATED IN THE SE 1/4 OF SECTION 16, T. 01 S., R. 25 E., P.M.M., YELLOWSTONE COUNTY, MONTANA

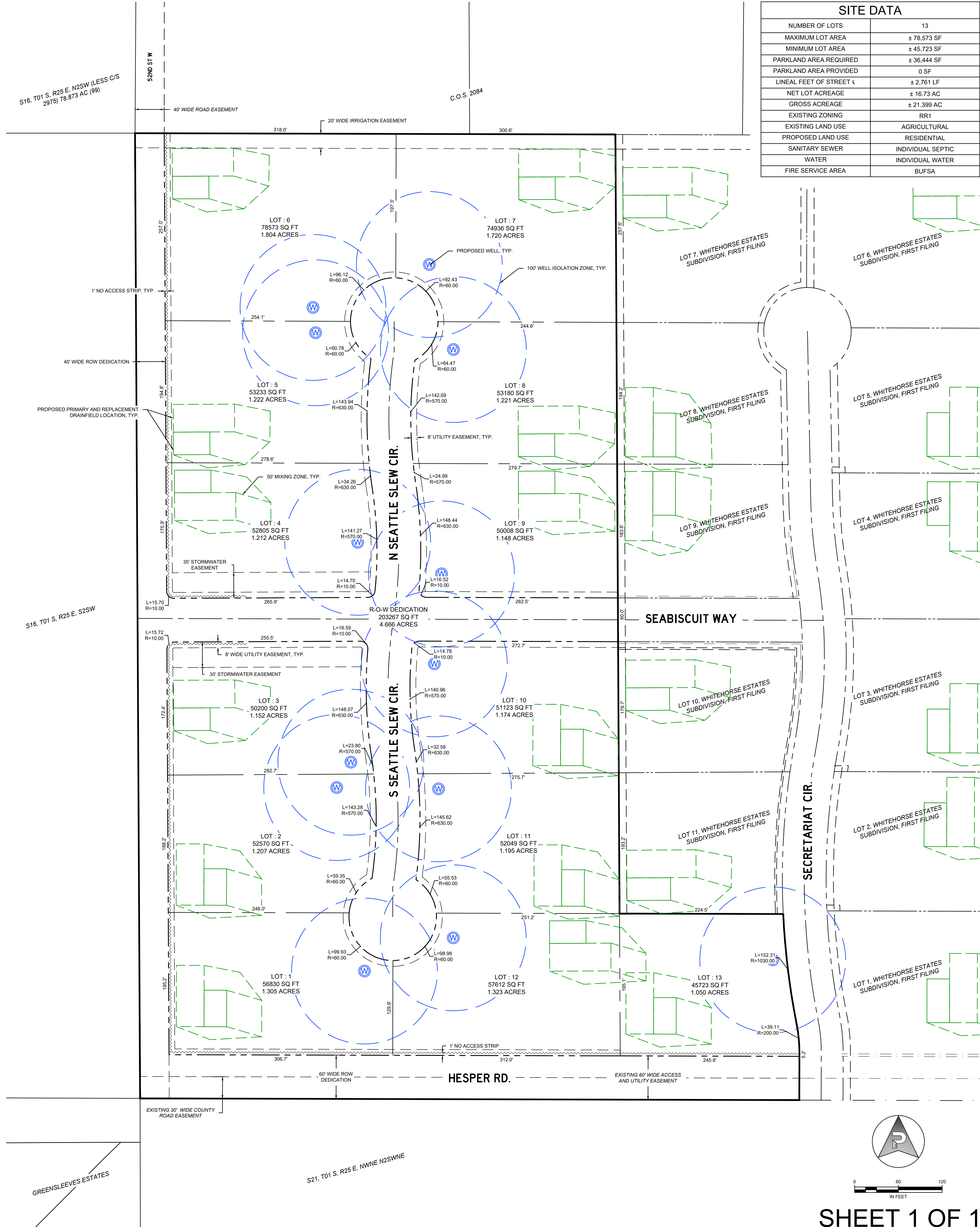
PREPARED FOR : NEXCO, LLC.

PREPARED BY : PERFORMANCE ENGINEERING, LLC



VICINITY MAP
NOT TO SCALE

SITE DATA	
NUMBER OF LOTS	13
MAXIMUM LOT AREA	± 78,573 SF
MINIMUM LOT AREA	± 45,723 SF
PARKLAND AREA REQUIRED	± 36,444 SF
PARKLAND AREA PROVIDED	0 SF
LINEAL FEET OF STREET	± 2,761 LF
NET LOT ACREAGE	± 16.73 AC
GROSS ACREAGE	± 21.399 AC
EXISTING ZONING	RR1
EXISTING LAND USE	AGRICULTURAL
PROPOSED LAND USE	RESIDENTIAL
SANITARY SEWER	INDIVIDUAL SEPTIC
WATER	INDIVIDUAL WATER
FIRE SERVICE AREA	BUFSA



0 60 120
IN FEET

SUBDIVISION IMPROVEMENTS AGREEMENT
Whitehorse Estates Subdivision, 2nd Filing
Table of Contents
Yellowstone County

I. VARIANCES	2
II. CONDITIONS THAT RUN WITH THE LAND	3
III. TRANSPORTATION	4
A. Streets.....	4
B. Traffic Control Devices	5
C. Access	5
D. Billings Area Bikeway and Trail Master Plan	5
IV. EMERGENCY SERVICE.....	6
V. STORM DRAINAGE.....	6
VI. UTILITIES	6
A. Water.....	6
B. Septic System.....	6
C. Power, Telephone, Gas, and Cable Television	7
VII. PARKS/OPEN SPACE	7
VIII. IRRIGATION	7
IX. WEED MANAGEMENT	7
X. SOILS/GEOTECHNICAL STUDY	7
XI. PHASING OF IMPROVEMENTS	8
XII. FINANCIAL GUARANTEES	8
XIII. LEGAL PROVISIONS	8

SUBDIVISION IMPROVEMENTS AGREEMENT

Whitehorse Estates Subdivision, 2nd Filing

This agreement is made and entered into this ____ day of _____, 20__, by and between *NEXCO LLC.*, whose address for the purpose of this agreement is **2680 Overland Ave., Suite F Billings, MT 59102**, hereinafter referred to as “Subdivider,” and YELLOWSTONE COUNTY, Montana, hereinafter referred to as “County.”

WITNESSETH:

WHEREAS, the plat of *Whitehorse Estates Subdivision, 2nd Filing*, located in Yellowstone County, Montana, was submitted to the Yellowstone County Board of Planning; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Board of Planning recommended conditional approval of a preliminary plat of *Whitehorse Estates Subdivision, 2nd Filing*; and

WHEREAS, at a regular meeting conducted on ____ day of _____, 20__, the Yellowstone County Board of County Commissioners conditionally approved a preliminary plat of *Whitehorse Estates Subdivision, 2nd Filing*; and

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

WHEREAS, the provisions of this agreement shall be effective and applicable to *Whitehorse Estates, 2nd Filing* upon the filing of the final plat thereof in the office of the Clerk and Recorder of Yellowstone County, Montana. The Subdivision shall comply with all requirements of the Yellowstone County Subdivision Regulations, the rules, regulations, policies, and resolutions of Yellowstone County, and the laws and administrative rules of the State of Montana.

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

I. VARIANCES

1. A variance from Section 4.6.B.7 of the Yellowstone County Subdivision Regulations is being requested regarding the right-of-way width along 52nd Street West.
 - a. South 52nd Street is classified as a Future Collector according to Roadway Functional Classification Map. The Yellowstone County Subdivision Regulations do not specifically establish required right-of-way dedications for Future Collector roadways; therefore, the standards for a Minor Arterial

with two (2) lanes are assumed to apply. The standard for this roadway requires 80' right-of-way dedication and 44' road width. This variance is requesting acceptance of South 52nd Street West be dedicated as 40' right-of-way currently, with the remainder being dedicated as the parcel to the west is subdivided.

2. Variance from Section 4.6.C.1 of the Yellowstone County Subdivision Regulations for constructed road width is being requested, regarding the constructed roadway width for South 52nd Street West.
 - a. South 52nd Street is designated as a Future Collector according to the Roadway Functional Classification Map. The Yellowstone County Subdivision Regulations do not specifically establish required roadway widths and right-of-way dedications for Collector Roadways; therefore, the standards for a Minor Arterial with two (2) lanes are assumed to apply. This roadway requires 80' right-of-way dedication and 44' road width. This variance is requesting acceptance of South 52nd Street West be constructed with 24' paved asphalt surfacing with 2' shoulders on each side at the time of development.
3. Variance from Section 4.4G of the Yellowstone County Subdivision Regulations is being requested regarding the creation of through lots within the proposed subdivision.
 - a. Section 4.45G of the Yellowstone County Subdivision Regulations states that double frontage lots are permitted only when necessary due to topographic conditions and when a no-access strip is provided. The proposed subdivision design includes a cul-de-sac located within the interior of the development, resulting in the creation of through lots. This layout is intended to ensure that residential lots within the subdivision obtain primary access from a local internal roadway rather than directly from the future collector roadway. A no-access strip will be provided along the future collector roadway frontage to prevent direct vehicular access and eliminate the potential for dual frontage access.

II. CONDITIONS THAT RUN WITH THE LAND

- A. Lot owners should be aware that this subdivision is built in close proximity to prime deer and antelope habitat and it is likely that homeowners will experience problems with damage to landscaped shrubs, flowers, and gardens. The Montana Fish, Wildlife, and Parks Department does not provide damage assistance unless there is damage to commercial crops and/or a threat to public health and safety.
- B. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitations for proposed construction on the lots, which may require a geotechnical survey prior to construction.
- C. No water rights have been transferred to the lot owners; OR water rights are being split in the following way. Irrigation ditches that exist on the perimeter of this

development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the Subdivider or subsequent owners.

- D.** There is attached hereto a Waiver waiving the right to protest the creation of the special improvement district or districts which by this reference is expressly incorporated herein and made as much a part hereof as though fully and completely set forth herein at this point. The Waiver will be filed with the plat, shall run with the land, and shall constitute the guarantee by the Subdivider and property owner or owners of the developments described herein. Said Waiver is effective upon filing and is not conditioned on the completion of the conditions set forth in this Agreement. The Subdivider and owner specifically agree that they are waiving valuable rights and do so voluntarily.
- E.** Culverts and associated drainage swales shall not be filled in or altered by the subdivider or subsequent lot owners.
- F.** When required by road improvements, all fences and irrigation ditches in the public right-of-way adjacent to this subdivision shall be removed or relocated outside of the public right-of-way at no cost to the County and any relocation outside of the public right-of-way shall be subject to securing and recording easements.
- G.** Future maintenance of all public (or common) improvements shall be done through one (1) or more RSID(s) created as part of the SIA for this subdivision.
- H.** Lot owners or their agent will obtain an Access Permit from the County Public Works prior to any construction on any lot within the subdivision. The application will include a site plan showing the desired location of the access and show that it meets the requirements outlined by the DEQ storm water requirements for the subdivision. Failure to do so will result in the lot owner or their agent removing what has been installed and locating the access in an approved location at the lot owner's expense.
- I.** Future lot owners need to be aware they are inside county zoned area and are required to obtain a zoning compliance permit before construction on the lots from City/County Planning Division.

III. TRANSPORTATION

A. Streets

- The proposed subdivision fronts Hesper Road which is twenty-four-foot (24ft) wide asphalt with 2-foot (2ft) gravel shoulders. A sixty-foot (60ft)

half width county road easement exists on Hesper Road from Whitehorse Subdivision. The land within this easement fronting *Whitehorse Estates Subdivision, 2nd Filing* will be dedicated as public right-of-way to Yellowstone County as part of this subdivision.

- Forty feet (40') half right-of-way for South 52nd Street West along the western extents of the subdivision will be dedicated to the public and Yellowstone County as part of the subdivision platting. The additional forty feet (40') of right-of-way will be dedicated as the unplatted parcel directly west of the subdivision is subdivided. At the time of development, South 52nd Street West will be constructed with an asphalt width of 24-ft with 2-ft gravel shoulders to allow for two-way traffic.
- Residential streets (Seabiscuit Way, North Seattle Slew Circle, and South Seattle Slew Circle) will have an asphalt width of 24-ft with 2-ft gravel shoulders. The streets will be built to County Standards as outlined in the Yellowstone County Subdivision Regulations, Figure 4.6.C.3. These streets will be dedicated as public right-of-way to Yellowstone County as part of this subdivision.
- Maintenance of said roads will be funded through the creation of an RSID. The public dedication documents and RSID waiver will be filed with the final plat documents.

B. Traffic Control Devices

- Subdivider shall furnish the necessary traffic control devices within and adjacent to the subdivision as required by the county. Traffic control devices shall comply with the Manual Traffic Control Devices (MUTCD) and County standards.
- Subdivider shall furnish and install street name signs for streets within the subdivision, or located immediately adjacent thereto, in accordance with the specifications of the County Public Works and Fire department.

C. Access

- The development has two access locations to the subdivision. One access will be from South 52nd Street West at the time of construction. The second access will be from the connection provided by Seabiscuit Way, which was dedicated and constructed as part of Whitehorse Estates Subdivision, 1st Filing. Access to each lot will require an approach permit from the county.

D. Billings Area Bikeway and Trail Master Plan

- Both Hesper Road and South 52nd Street West have long range bike lanes proposed. Subdivider is not required to install bike lanes as part of this development
- Hesper Road has a shared use path proposed. Subdivider is not required to install a shared use path at this time.

IV. EMERGENCY SERVICE

The Billings Urban Fire Service (BUFSA) currently provides fire protection for the subdivision.

A 30,000-gallon dry hydrant and water storage tank is located in the southwestern part of Lot 4 of Whitehorse Subdivision for fire protection as part of the original subdivision. Fire protection will be provided via BUFSA. Plans for the dry hydrant have been submitted to the Billings Fire Department (BFD) and are approved. The dry hydrant has been installed by the developer of Whitehorse Subdivision, and tested and inspected by the BUFSA.

V. STORM DRAINAGE

All drainage improvements shall comply with the provisions of the Section 4.7, Yellowstone County Subdivision Regulations, and a stormwater management plan shall be submitted to and approved by the Montana Department of Environmental Quality (MDEQ), or its designee.

VI. UTILITIES

The Subdivision Improvements Agreement does not constitute an approval of sanitary improvements. The property owner shall make an application for sanitary improvements to the Yellowstone County Sanitarian and Montana Department of Environmental Quality. Applications shall be submitted for processing prior to the start of any construction and prior to review and approval of any project plans and specifications.

A. Water

In accordance with Section 4.9 Yellowstone County Subdivision Regulations, all proposed water systems must obtain approval by the MDEQ, or its designee.

Individual on-site water wells shall be installed as approved by the Department of Environmental Quality and the Department of Natural Resources and Conservation.

B. Septic System

In accordance with Section 4.8 Yellowstone County Subdivision Regulations, all proposed sanitary sewer systems must obtain approval by the MDEQ, or its designee.

Individual on-site wastewater disposal systems shall be installed as approved by Montana Department of Environmental Quality.

C. Power, Telephone, Gas, and Cable Television

Power, natural gas, telephone, and cable will all be located within access and utility easements.

VII. PARKS/OPEN SPACE

There is no dedicated parkland for Whitehorse Estates Subdivision, 2nd Filing. Cash-in-lieu will be paid in place of the 5% of the net land proposed per Section 10.2.A Yellowstone County Subdivision Regulations

VIII. IRRIGATION

The subdivision is located within the Big Ditch Company boundary. Each lot will receive shares for water from the Big Ditch Company, prorated for the size of the lot based on the original allotment associated with the original tract. Lots will have access to Big Ditch Company facilities and each lot within the subdivision will be assessed annually by the Big Ditch Company.

IX. WEED MANAGEMENT

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

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

X. SOILS/GEOTECHNICAL STUDY

A geotechnical study is not required by the Yellowstone County Subdivision Regulations as part of this plat. Lot owners should be aware that soil characteristics within the area of this subdivision, as described in the 1972 Yellowstone County Soil Survey, indicate that there could be potential limitation for proposed construction on the lots, which may require a geotechnical survey prior to construction.

XI. PHASING OF IMPROVEMENTS

There is no phasing of improvements.

XII. FINANCIAL GUARANTEES

Except as otherwise provided, Subdivider shall install and construct said required improvements by private contracts secured by bonds, irrevocable letters of credit, sequential development, or any other method that may be acceptable to the Planning Board and Board of County Commissioners. All engineering and legal work in connection with such improvements shall be paid by the contracting parties pursuant to said private contract, and the improvements shall be designed by and constructed under the supervision of a professional engineer competent in civil engineering, licensed in the state of Montana. Upon completion of the improvements, the consulting Engineer shall file with the Public Works Department, a statement certifying that the improvements have been completed in accordance with approved, seal stamped, record drawings, along with all required post-construction certification per Section 4.6.C. of the Yellowstone County Subdivision Regulations.

XIII. LEGAL PROVISIONS

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

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

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

“SUBDIVIDER”

NEXCO LLC.

STATE OF MONTANA)
 : ss
County of Yellowstone)

On this _____ day of _____, 20__, before me, a Notary Public in and for the State of Montana, personally appeared _____, (*Subdivider*), who executed the foregoing instrument and acknowledged to me that he/she executed the same.

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

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

“COUNTY”
COUNTY OF YELLOWSTONE
MONTANA

County of Yellowstone
Board of County Commissioners

By: _____
Chairman

Commissioner

Commissioner

Attest: _____
County Clerk and Recorder

STATE OF MONTANA)
 : ss
County of Yellowstone)

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

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

Waiver of Right to Protest

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

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

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

Whitehorse Estates Subdivision, 2nd Filing

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

Subdivider/Owner

STATE OF MONTANA)
 : ss
County of Yellowstone)

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year hereinabove written.

Notary Public in and for the State of Montana

Printed name: _____
Residing in Billings, Montana
My commission expires: _____

FINDINGS OF FACT

The City-County Planning Division Staff has prepared the Findings of Fact for Whitehorse Estates Subdivision, 2nd Filing. These findings are based on the preliminary plat application and supplemental documents addressing the review criteria required by the Montana Subdivision and Platting Act (76-3-608, MCA) and the Yellowstone County Subdivision Regulations (YCSR).

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

1. Effect on agriculture and agricultural water users' facilities

The subject property has been used for farming purposes. Each lot will receive shares for water from the Big Ditch Company, prorated for the size of the lot based on the original allotment associated with the original tract. In the Yellowstone County Subdivision Regulations Section 4.13 Disposition of Water Rights, it states that if the water rights are to be shared among the new lots and property owners there needs to be a single entity that handles the water rights. This entity handles water rights for the owners within the subdivision. Also, a landowner's water use agreement must be established. **(Condition #1)** Irrigation ditches that exist on the perimeter of this development are for the benefit of other properties. Perimeter ditches and drains shall remain in place and shall not be altered by the subdivider or subsequent owners. There will be no effect on the water users downstream from this property.

2. Effect on local services

a. **Water** – The proposed subdivision is not located within any public water district. Each lot within the Whitehorse Estates Subdivision, 2nd Filing, will be served by individual wells. The operation and maintenance of the water system will be the responsibility of individual lot owners. Water systems will be installed meeting the requirements outlined in Section 4.9 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #2)**

b. **Septic** - The proposed subdivision is not located within any public sewer district. Wastewater treatment for the subdivision will be managed through individual septic systems installed on each lot. The wastewater disposal systems will be submitted to and approved by Montana Department of Environmental Quality. These systems shall be located and installed as approved by Montana Department of Environmental Quality, or its designee. Septic systems will be installed to meet the requirements outlined in Section 4.8 of the Yellowstone County Subdivision Regulations and the MDEQ. **(Condition #2)** The operation and maintenance of the septic system will be the responsibility of individual lot owners.

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

c. **Streets and roads** – Access will be provided from a proposed road within the subdivision, Sea Biscuit Way. They also show access from S 52nd Street West, both accesses have a connection to Hesper Road. There is a variance request concerning S 52nd Street West right-of-way and one for built street width.

Roads within the subdivision will be public roads and will be built to the County standard paved surface road. The public roads will be in 60-foot-wide rights-of-way. Roads will be built with a 24-foot paved surface and 2-foot gravel shoulders on each side. An RSID will be created to maintain the public road portion. **(Condition #3)**

Should the variances for the right-of-way and road width not be granted, the applicant shall provide the required right-of-way for a collector road and be responsible for building the required road width as determined by County Public Works. **(Condition #4)**

Traffic Study – According to the ITE Trip Generation Manual, 11th Edition, a 13-lot single-family detached housing subdivision would generate approximately 123 trips on a typical weekday with an average rate of 9.43 trips per household. This falls below the 300 vehicular trip threshold set in the Yellowstone County Subdivision Regulations. No TIS is warranted under the regulations.

d. **Fire and Police services** – The property is within the Billings Urban Fire Service Area (BUFSA) boundary. This subdivision will be provided fire service from the BUFSA. There is an existing dry hydrant tank installed alongside Hesper Road just east of the proposed subdivision and within the ½ road mile from the farthest point in the subdivision.

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

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

f. **Storm water drainage** – Because of the large lots of this subdivision, 1 acre and above, the majority of storm water will remain on each lot. Proposed storm water drainage shall be submitted to the MDEQ for review and approval prior to final plat. All proposed stormwater systems shall meet the requirements of Section 4.7 of Yellowstone County Subdivision Regulation's and the requirements of MDEQ. **(Condition #2)**

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

h. **Parks and recreation** – Parkland dedication is required for this subdivision. They are

required to provide 36,444 square feet of parkland. The applicant is proposing to provide a cash in lieu contribution to satisfy the requirement of parkland. **(Condition #7)**

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

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

k. **Phasing of Development** – No phasing is proposed for this subdivision.

3. Effects on the natural environment

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

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

4. Effects on wildlife and wildlife habitat

This subdivision is not required to provide an Environmental Assessment. It is exempt from the requirement as outlined in Yellowstone County Subdivision Regulations, Section 9.2, C. 3. a. and b.

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

5. Effects on public health and safety

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

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

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

This subdivision was not required to provide an Environmental Assessment. It is exempt from the requirement as outlined in Yellowstone County Subdivision Regulations, Section 9.2, C. 3. a. and b.

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

1. Yellowstone County - 2008 Growth Policy

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

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

The subdivision is consistent with the type of large lot residential development to the north, southwest and southeast along Hesper Road.

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

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

2. 2023 Billings Urban Area Long Range Transportation Plan

The subject property maintains the road study area of the Transportation Plan. As proposed, the internal streets are neighborhood streets associated with this subdivision. S 52nd St West is also identified on the Long-Range Transportation Plan.

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

This subdivision is within the BABTMP boundaries for trails. There is a future trail identified on what will become S 52nd St W, on the western side of the subdivision. There is also a future trail identified on Hesper and S. 48th ST W. This subdivision will not be required to install a trail.

4. West Billings Neighborhood Plan

In the West Billings Neighborhood Plan this subdivision, being a county subdivision, does not meet a great number of the guiding principles as may be with a city subdivision. The nearest city water lines are at Shiloh Road and Hesper Road, a 1.33 mile distance. A sewer line is in Hesper Road, but it is 0.67 miles away. This makes it difficult to build density without either city water or sewer to connect onto. They are proposing large lot residential to match the Whitehorse 1st Filing to the east.

This development does not leapfrog, Policy LU 3.2. This filing of Whitehorse connects directly with first filing of Whitehorse subdivision. They share a common lot line and will have connections within the subdivisions. They are providing connectivity to have as few connections to a major arterial, Hesper Road, as possible. This will allow those living within the neighborhood to walk or bike between the two filings without going onto an arterial street.

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

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

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

The subdivision must receive approval from the MDEQ prior to any building construction on each lot. The new parcels will each have wells and septic systems. These individual systems will be approved by MDEQ before final plat.

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

The land for the proposed subdivision is zoned Rural Residential 1 (RR1) within the County Zoning Jurisdiction. They do meet the requirements of zoning with lot sizes that are over 1 acre in size and under 3 acres. This meets the requirements of zoning.

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

The applicant will coordinate with private utility companies to provide the required easements. The applicant is showing utility easements along the lot frontages.

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

Legal and physical access will be provided from a proposed road within the subdivision, Sea Biscuit Way. There is also a road, currently labeled Road A, that runs north and south within the subdivision. Road A will be named before preliminary plat takes place. Both of these internal roads will provide legal and physical access to the proposed lots in the subdivision.

CONCLUSIONS OF FINDINGS OF FACT

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

RECOMMENDATION

The Planning Board is forwarding a recommendation of conditional approval to the Board of County Commissioners for the preliminary plat of Whitehorse Estates

Subdivision, 2nd Filing, approve the variance requests and adopt the Findings of Fact as presented in the staff report.

Variance Request – Right-of-Way Width
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a 13-lot major subdivision proposed between South 48th Street West and 56th Street West, along Hesper Road, just west of Whitehorse Estates Subdivision, 1st Filing. As part of the proposed subdivision, a variance from **Section 4.6.B.7** of the Yellowstone County Subdivision Regulations is requested. The section outlines the minimum right-of-way required to be dedicated as 60'. Table 4.6.C.1 outlines the required right-of-way width for different road functional classifications. South 52nd Street West is designated as a Future Collector according to the Roadway Functional Classification Map. The Yellowstone County Subdivision Regulations do not specify required right-of-way dedications for these roadways, as such, it is assumed a Minor Arterial with 2 lanes will be substituted. This roadway requires 80' right-of-way dedication and 44' road width according to Table 4.6.C.1. The proposed subdivision is requesting approval to dedicate 40 feet of right-of-way for South 52nd Street West at this time, consistent with the right-of-way previously dedicated by adjoining subdivisions to the north. The proposed right-of-way configuration preserves the ability for the roadway to be expanded to the Future Collector standard, with the remaining right-of-way anticipated to be dedicated upon future development of the adjacent property to the west. As such, the requested variance represents an interim approach that accommodates the current phase of development while preserving the future functionality of the roadway.

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

The granting of this variance will not be detrimental to the public health, safety, or general welfare, nor injurious to adjoining properties. A 40-foot right-of-way dedication is proposed along the subdivision boundary for the future construction of 52nd Street West, in lieu of the minimum 60-foot width or 80-foot width associated with the assumed Minor Arterial standards. This proposed right-of-way width is consistent with the subdivisions to the north including Espy Subdivision, Bridle Creek Estates, and Diamond Falls Subdivisions, which have already dedicated 40 feet, and will maintain continuity while avoiding irregular roadway alignments that could create future safety or design concerns. The variance will not negatively impact access to adjacent properties or future connectivity and avoids the dedication of excess right-of-way that is not aligned with existing conditions, supporting efficient land use while maintaining safe and functional transportation infrastructure.

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

Strict application of the 60-foot or 80-foot right-of-way requirement would create an undue hardship due to the existing conditions surrounding the property, namely the previously dedicated right-of-way north of the subdivision have previously been dedicated as 40-feet wide. Requiring the additional width would reduce land available for the development to allow placement of wastewater treatment appurtenances with proper setbacks to property lines, individual drinking water wells and stormwater facilities. Strict enforcement of the regulation would therefore impose an unnecessary burden on the property owner without providing a

proportional public benefit, particularly given the ultimate roadway can still be accommodated through future right-of-way dedication associated with development of adjacent properties to the west.

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

The requested variance will not result in an increase in taxpayer burden. The proposed 40-foot right-of-way and 28-foot roadway (24-foot asphalt with 2-foot gravel shoulders, and a borrow ditch along the east edge of the roadway) section will reduce the amount of pavement and infrastructure required, thereby lowering long-term construction and maintenance costs for a roadway that will only be utilized by lot owners within the subdivision at this time. The design remains sufficient to serve anticipated traffic volumes and accommodate residential access, emergency services, and utility infrastructure. The proposed design also maintains consistency with existing adjacent right-of-way dedications and roadway improvements, thereby avoiding irregular roadway transitions or unnecessary reconstruction. In addition, the proposed right-of-way configuration preserves the ability for future roadway widening and additional right-of-way dedication to occur as adjacent properties to the west develop. As such, the requested variance represents an efficient and proportional infrastructure improvement approach that accommodates current development needs without creating additional public financial obligations.

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

The requested variance will not place the subdivision in nonconformance with any adopted zoning regulations or the Growth Policy. The property is zoned RR1 and the proposed subdivision complies with all applicable Yellowstone County zoning requirements, including lot size, use, and development standards. The variance request is limited to right-of-way width and does not affect the underlying zoning designation or the overall consistency of the subdivision with the County's Growth Policy.

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

The proposed alternative design is equally effective in meeting the intent of the required improvements. The proposed 40-foot right-of-way dedication and interim roadway section, consisting of 24 feet of paved asphalt with 2-foot gravel shoulders on each side, and a borrow ditch, will adequately accommodate anticipated traffic volumes associated with the proposed subdivision, provide safe two-way vehicular traffic, and allow for emergency access and utility services. The proposed design is also consistent with the existing right-of-way dedications and roadway improvements within adjacent subdivisions to the north, thereby maintaining continuity within the established roadway and avoiding irregular roadway transitions. In addition, the proposed right-of-way configuration preserves the ability for the future collector roadway improvements, additional right-of-way dedication, and roadway widening to occur upon future development of the adjacent property to the west. Accordingly, the proposed alternate design satisfies the safety, accessibility, connectivity, and long-term roadway functionality without requiring full right-of-way dedication at this time of development.

Variance Request – Road Width
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a 13-lot major subdivision proposed between South 48th Street West and 56th Street West, along Hesper Road, just west of Whitehorse Estates Subdivision, 1st Filing. As part of the proposed subdivision, a variance from **Table 4.6.C.1** of the Yellowstone County Subdivision Regulations is requested. This table outlines the required road widths for different road functional classifications. South 52nd Street West is designated as a Future Collector according to the Roadway Functional Classification Map. The Yellowstone County Subdivision Regulations do not specify required road widths and right-of-way dedications for Collector roadways, as such, it is assumed a Minor Arterial with 2 lanes will be substituted. This roadway requires 80' right-of-way dedication and 44' road width. This variance is requesting acceptance of South 52nd Street West be constructed with an interim roadway section of consisting of 24' of paved asphalt with 2' gravel shoulders on each side within the proposed dedicated 40' right-of-way. The proposed roadway section is intended to closely match Yellowstone County's typical roadway standards while accommodating the proposed right-of-way constraints. The design also preserves the ability for South 52nd Street West to be expanded to the Future Collector roadway standard, with the remaining right-of-way dedication and roadway improvements anticipated to occur upon future development of the adjacent parcel to the west.

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

The granting of this variance will not be detrimental to public health, safety, or general welfare, nor injurious to adjoining properties. The proposed roadway, consisting of 24 feet of asphalt with 2-foot gravel shoulders on each side, will adequately accommodate anticipated traffic volumes, provide safe two-way travel, and allow for emergency access and utility placement. The proposed roadway width is consistent with the adjoining property to the north, which has dedicated a 40-foot right-of-way with the road yet to be constructed. Constructing a 28-foot roadway within this right-of-way maintains alignment with existing improvements while avoiding unnecessary constriction or irregularities, thereby preserving safe, functional, and efficient transportation infrastructure. Additionally, the proposed roadway width is in alignment with residential roadways utilized throughout Yellowstone County, which South 52nd Street West will function as until such time that undeveloped properties to the west and north of Whitehorse Estates 2nd Filing are developed and additional right-of-way and road width added by subsequent developers.

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

Strict enforcement of the standard roadway width would create an undue hardship due to the existing conditions of the property and surrounding development, including previously dedicated right-of-way immediately north of Whitehorse Estates Subdivision 2nd Filing in Espy Subdivision and Diamond Falls Subdivision; with neither subdivision having constructed a 44-foot wide roadway as part of development. Espy Subdivision appears to have constructed a

minimal width (~16' gravel access) within the 40-feet of dedicated right-of-way, and Diamond Falls appears to have constructed a 24-foot wide asphalt roadway (what is being requested with this variance) within the 40-foot dedicated right-of-way. Requiring the full standard roadway width within the right-of-way of Whitehorse Subdivision 2nd Filling would create a future scenario of meandering road centerlines based on previously dedicated and constructed roadways as well as future dedicated right-of-way of the properties to the west. Additionally, requiring a full width roadway (44-foot wide) would reduce developable land and complicate the subdivision layout regarding necessary setbacks from drainfields and individual water wells, without providing a proportional public benefit. The proposed interim roadway section is capable of safely accommodating anticipated traffic volumes and maintaining functional transportation access until such time as the adjacent property to the west are developed and the ultimate collector roadway improvements are completed by subsequent developers.

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

The requested variance will not result in an increase in taxpayer burden. The proposed interim roadway section, consisting of 24 feet of paved asphalt surfacing with 2-foot gravel shoulders on each side, is appropriate for the anticipated traffic volumes associated with the proposed subdivision and will provide safe and functional access for the residents of Whitehorse Subdivision (only residents who will utilize the roadway until future development occurs) and emergency services. The proposed roadway design also maintains consistency with adjacent roadway improvements and preserves the ability for future roadway widening and additional right-of-way dedication as surrounding properties develop. By constructing a roadway section that is proportional to the current level of development while accommodating future expansion, the proposed variance avoids unnecessary over-construction and promotes efficient use of infrastructure without creating additional public financial obligations.

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

The requested variance will not place the subdivision in nonconformance with any adopted zoning regulations or the Growth Policy. The property is zoned RR1, and the subdivision complies with all applicable Yellowstone County zoning requirements, including lot size, use, and development standards. The variance pertains solely to the constructed roadway width and does not affect the underlying zoning designation or the subdivision's overall consistency with the County's Growth Policy.

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

The proposed alternative roadway design is equally effective in achieving the objectives of the required roadway improvements. The proposed interim roadway section, consisting of 24 feet of paved surfacing with 2-foot gravel shoulders on each side, will adequately accommodate anticipated traffic volumes associated with the proposed subdivision, provide safe two-way vehicular traffic, and maintain sufficient access for emergency vehicles, utility providers, and service vehicles. The proposed design also maintains continuity with the adjacent roadway improvements and existing right-of-way conditions to the north, thereby promoting a coordinated and functional roadway network. In addition, the proposed roadway section preserves the ability for future expansion to the Future Collector roadway standard as adjacent properties develop and

additional right-of-way is dedicated. As such, the alternate design satisfies the intent of the Yellowstone County roadway standards while avoiding unnecessary pavement and preserving developable land.

Variance Request – Through Lots
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a 13-lot major subdivision proposed between South 48th Street West and 56th Street West, along Hesper Road, just west of Whitehorse Estates Subdivision, 1st Filing. As part of the proposed subdivision, a variance from **Section 4.4.G**. This section states double frontage lots are allowable only when necessary due to topography and when a no access strip is provided. By providing a cul-de-sac in the middle of the development, thus creating the through lots, we can ensure the lots developed within the subdivision have access from a local road, as opposed to a future collector roadway.

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

The granting of this variance will not adversely affect public health, safety, or general welfare, nor will it be injurious to adjoining properties. The implementation of a one-foot-wide no-access easement along the frontage of 52nd Street West will effectively prevent uncontrolled vehicular access to the collector roadway, thereby preserving safe traffic operations and minimizing potential conflicts. This measure is consistent with the objectives of the Yellowstone County Subdivision Regulations to ensure roadway safety while accommodating the specific lot configuration. Furthermore, the variance facilitates orderly development without compromising the rights or safety of neighboring properties or emergency services.

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

Strict adherence to the guideline discouraging double-frontage lots would create an undue hardship due to the unique configuration of the property. The affected lots are bounded by both 52nd Street West and western boundary of Whitehorse Estates, First Filing, making strict compliance impractical without significantly reducing lot functionality or creating irregular lot layouts. Applying the regulation in full would limit developable area and constrain the overall subdivision design, with minimal benefit to public safety or welfare.

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

The granting of this variance will not result in an increase in taxpayer burden. The proposed lot design, including the one-foot no-access easement, requires no additional public infrastructure beyond what would be necessary for a standard subdivision. Roadway improvements and maintenance responsibilities remain consistent with typical subdivision standards, and the variance avoids unnecessary modifications that could increase construction and long-term maintenance costs.

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

The granting of this variance will not result in nonconformance with any adopted zoning regulations or the Growth Policy. The subdivision fully complies with the RR1 zoning

requirements and all applicable Yellowstone County Zoning Regulations, including lot size, use, and development criteria.

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

The proposed alternative design is more effective in achieving the objectives of the subdivision standards. The inclusion of a one-foot no-access easement along 52nd Street West maintains safe and orderly traffic flow, preserves lot usability, and prevents direct access to the collector roadway, consistent with the intent of the regulations. This design allows for a functional and efficient subdivision layout while maintaining compliance with safety, accessibility, and connectivity goals. As such, the alternative design satisfies the purpose of the required improvements without compromising the safety or functionality of the roadway network.

Variance Request A
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a proposed major subdivision in Yellowstone County. As part of the proposed subdivision, the subdivider is requesting a variance from Section 4.6.B.7 of the Yellowstone County Subdivision Regulations regarding the right-of-way width along S 52nd St W. The regulations require subdividers to provide entire right-of-way width if they cannot get required right-of-way from the adjacent property owner. They are asking to provide half of the road width with this variance.

Staff, which include Planning, Public Works and County Legal, are recommending approval of the variance. Considering existing right-of-way dedication to the north, in the future should the property to the west develop, they will be required to dedicate the second half of S 52nd St W. If this subdivision dedicates 80 feet for S 52nd St W on their property it will put road dedication 40 feet farther to the east compared to the dedication to the north. When new developments to the northwest dedicate the their required 40 feet to the existing 40 feet of dedication, this will put the new dedication 40 feet to the west of the right of way from this subdivision, if they are required to provide 80 feet all on their land. The road, S 52nd St W, will not line up with the road to the north when the road is built in the future.

County Public works provided a statement concerning the proposed variance.

It is my understanding that Performance Engineering is asking for a variance from right of way width, but they intend to construct the road to a county standard. After reviewing the request, the surrounding area, considering alignment, and future opportunity to obtain additional right of way to the west, Public Works is not opposed to the request.

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

The granting of this variance will not be detrimental to public health, safety, or general welfare or injurious to other adjoining properties. This is requested to match the right of way that has been allowed in the past on subdivisions to the north, Epsy Subdivision, Bridle Creek Estates Subdivision, and Diamond Falls Subdivision. This subdivider is planning on putting a full-width County standard road within the half right-of-way they would like to provide. They are planning on building a 24-foot-wide paved surface road with two-foot shoulders from Hesper Road to the northwest corner of the subdivision. By allowing the narrower right-of-way to match right-of-way to the north, it will align with existing right-of-way. This will limit paved areas from being aligned in different locations within various dedicated right-of-way when they are built in the future.

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

There are no particular physical surroundings or topography that would restrict the subdivider from providing the entire 80-foot-wide right-of-way on his property. County Subdivision Regulations require the applicant to either obtain half of the required right-of-way from the

neighboring property owner or provide the entire right-of-way on their own property. According to information provided by the subdivider's agent, the neighbor to the west has no interest in providing any road right-of-way. The subdivider is asking to dedicate half the needed right-of-way similar to what has been done to the north. The difference being the subdivider is proposing to build a county standard road within the 40 foot dedication. 24 foot wide paved area with 2 foot gravel shoulders on each side.

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

A half road width will not increase the taxpayer burden. An RSID will be created to maintain public roads as is standard practice in Yellowstone County.

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

The zoning is Rural Residential 1. Zoning does not have any regulatory input on roads within the county.

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

The alternative design is to have a road half right-of-way with a standard 24 foot paved surface road built to Yellowstone County road regulations.

Variance Request B
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a proposed major subdivision in Yellowstone County. As part of the proposed subdivision, the subdivider has requested a variance from Table 4.6.C.1 of the Yellowstone County Subdivision Regulations for constructed road width is being requested, regarding the constructed roadway width for S 52nd Street West. This variance is asking to build a standard 24-foot-wide road with two-foot shoulders on each side.

Staff, which include Planning, Public Works and County Legal, are recommending approval of the variance. Should Variance Request A be granted the developer is proposing that they build a standard county road, 24-foot paved surface with 2-foot-wide gravel shoulders on each side. At the current time this road will be only used by those that live in the Whitehorse Subdivision 1st and 2nd Filings. In the future should the land to the west be developed, they will provide the second half of the right-of-way and widen the road to accommodate the additional traffic.

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

The granting of this variance will not be detrimental to public health, safety, or general welfare or injurious to other adjoining properties. The developer is proposing a roadway, consisting of 24 feet of asphalt with 2-foot gravel shoulders on each side. This road width is a Yellowstone County standard road width, will adequately accommodate anticipated traffic volumes, provide safe two-way travel, and allow for emergency access and utility placement. The proposed roadway width is consistent with property to the north in Epsy Subdivision, Bridle Creek Estates Subdivision, and Diamond Falls Subdivision. These subdivisions have dedicated a 40-foot right-of-way for roads that will be constructed in the future. Constructing a 28-foot roadway within this requested right-of-way maintains alignment with existing improvements while avoiding unnecessary constriction or irregularities, thereby preserving safe, functional, and efficient transportation infrastructure. Additionally, the proposed roadway width is in alignment with residential roadways utilized throughout Yellowstone County, which South 52nd Street West will function as, until such time that undeveloped properties to the west and north of Whitehorse Estates 2nd Filing are developed and additional right-of-way and road width will be added by subsequent developers. Once there is development to the west and north additional road right-of-way will be added and the road can be widened out to function as a collector.

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

There are no particular physical surroundings or topography that would restrict the subdivider from providing the entire 80-foot-wide right-of-way on his property. County Subdivision Regulations require the applicant to either obtain half of the required right-of-way from the neighboring property owner or provide the entire right-of-way on their own property. According to information provided by the subdivider's agent, the neighbor to the west has no interest in providing any road right-of-way. The subdivider is asking to dedicate half the needed right-of-way similar to what has been done to the north. The difference being the subdivider is proposing

to build a county standard road within the 40-foot dedication. 24-foot-wide paved area with 2 foot gravel shoulders on each side.

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

A half road width will not increase the taxpayer burden. An RSID will be created to maintain public roads as is standard practice in Yellowstone County.

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

The zoning is Rural Residential 1. Zoning does not have any regulatory input on roads within the county.

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

The alternative design is to have a road half right-of-way with a standard Yellowstone County Road built within that right-of-way.

Variance Request C
Whitehorse Estates Subdivision, 2nd Filing

Whitehorse Estates Subdivision, 2nd Filing is a proposed major subdivision in Yellowstone County. As part of the proposed subdivision, a variance from Section 4.4.G. This section states double frontage lots are allowable only, when necessary, due to topography and when a no access strip is provided. By providing a cul-de-sac in the middle of the development, thus creating the through lots, we can ensure the lots developed within the subdivision have access from a local road, as opposed to a future collector roadway. This variance is supported by staff.

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

The granting of this variance will not be detrimental to public health, safety, or general welfare or injurious to other adjoining properties. Granting this variance will be beneficial to safety and general welfare of the public. By requiring a 1 foot no access strip along S 52 St W this will require lot owners to access internal roads and decrease future conflicts on a main road that is going to be moving a higher volume of traffic. This way it helps with public health and safety.

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

There are no particular physical surroundings or topography that would restrict the separation of lots and the S 52nd St W. S 52nd St W is proposed to be a collector street in the future. County policy has always been to restrict access to higher traffic streets to avoid unnecessary traffic conflicts. Allowing multiple accesses onto a higher traffic street creates multiple conflicts and increases the likelihood of car accidents. Strict adherence to the subdivision regulations would discourage double frontage lots in subdivisions. There are many subdivisions in Yellowstone County and the City of Billings with double frontage and the solution has been to require a 1 foot no access strip to control traffic access onto higher traffic roads. Strict compliance with subdivision regulations is impractical without significantly reducing lot functionality or creating irregular lot layouts. Applying the regulation in full would limit developable area and constrain the overall subdivision design, with minimal benefit to public safety or welfare.

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

Granting this variance will not increase the taxpayer burden. Restricting access to an internal road will be a safety measure that will help with people being less likely to be in an auto accident.

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

The zoning is Rural Residential 1. Zoning does not have any regulatory input on roads within the county.

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

The alternative design is to have a 1 foot no access strip to require all driveways to be from internal local subdivision roads.

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: Change Order #6 Additional Parking Lot Bollards- Dick Anderson Construction-Ostlund Building

Submitted By: Jared Gavin

TOPIC:

Change Order #6 Additional Parking Lot Bollards- Dick Anderson Construction-Ostlund Building

BACKGROUND:

The cost for the 13 bollards is \$15,832.57. We are utilizing the remaining construction contingency of (\$7,722.86) making the change order \$8109.71, coming from the budget 4050 approved by BOCC in September. When approved the contingency will be \$0.

RECOMMENDED ACTION:

Sign change order and return a copy to Finance.

Attachments

Change Order #6 Additional Parking Lot Bollards



PCCO #006

Dick Anderson Construction, Inc.
4512 South Frontage Rd. PO Box 31511
Billings, Montana 59107-1511
Phone: (406) 248-3700
Fax: (406) 248-3776

Project: 04-24-416 - ADMINISTRATION BUILDING RENO
2825 3RD AVE N
BILLINGS, Montana 59101

Prime Contract Change Order #006: Additional Parking Lot Bollards

TO:	Yellowstone County PO Box 35015 Billings, 59107	FROM:	DICK ANDERSON CONSTRUCTION INC 3424 US Hwy 12 E Helena, Montana 59601
DATE CREATED:	9/16/2026	CREATED BY:	AJ Harmon (DICK ANDERSON CONSTRUCTION INC)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:	09/18/2026	REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
SCHEDULE IMPACT:	3 days	EXECUTED:	No
SIGNED CHANGE ORDER RECEIVED DATE:			
CONTRACT FOR:	4416-YELLOW:Administration Building Reno	TOTAL AMOUNT:	\$8,109.71

DESCRIPTION:

Supply and install thirteen (13) 6" x 8' bollards per the attached layout. Bollards will be buried 4' to match existing bollards. Paint bollards yellow to match existing.

ATTACHMENTS:

[JT Coatings - Paint Bollards.pdf](#), [Badger - Bollard Pot Holes.pdf](#), [Parking lot bollards.pdf](#)

POTENTIAL CHANGE ORDERS IN THIS CHANGE ORDER:

PCO #	Title	Schedule Impact	Amount
0006	Additional Parking Lot Bollards		\$8,109.71
Total:			\$8,109.71

CHANGE ORDER LINE ITEMS:

PCO # 0006: Additional Parking Lot Bollards

#	Budget Code	Description	Amount
1	18-0020.M Parking Lot Bollards.Material	Bollard supply 6" x 8'	\$3,653.00
2	18-0020.M Parking Lot Bollards.Material	Lumber materials for setting bollards	\$520.00
3	18-0020.M Parking Lot Bollards.Material	Concrete minimum load	\$720.00
4	01-0036.L SUPERINTENDENT.Labor	Bollard installation & supervision	\$2,400.00
5	01-6406.R PICK-UP TRUCKS.Internal Equipment	Superintendent pickup	\$405.00
6	01-0081.G GAS & OIL.General	Truck Fuel	\$60.00
7	18-0020.L Parking Lot Bollards.Labor	Asphalt demo, set bollards, concrete bollards	\$3,825.00
8	18-0020.S Parking Lot Bollards.Subcontract	Paint bollards	\$500.00
9	18-0020.S Parking Lot Bollards.Subcontract	Vacuum bollard base	\$3,030.24



PCCO #006

#	Budget Code	Description	Amount
10	01-0015.G CONTINGENCY.General	Remaining Construction Contingency	\$(7,722.86)
Subtotal:			\$7,390.38
Insurance (0.87%):			\$70.55
Performance & Payment Bond (0.50%):			\$40.55
GC/CM Change Order Fee (6.50%):			\$527.13
1% MT GRT (1.00%):			\$81.10
Grand Total:			\$8,109.71

The original (Contract Sum)	\$14,993,235.00
Net change by previously authorized Change Orders	\$1,181,473.12
The contract sum prior to this Change Order was	\$16,174,708.12
The contract sum would be changed by this Change Order in the amount of	\$8,109.71
The new contract sum including this Change Order will be	\$16,182,817.83
The contract time will be increased by this Change Order by 3 days.	

Yellowstone County
PO Box 35015
Billings, 59107

DICK ANDERSON CONSTRUCTION INC
3424 US Hwy 12 E
Helena, Montana 59601

DATE _____



Badger Hydrovac Service Proposal

United States

Prepared By:	Blake Browning
Email:	bbrowning@badgerinc.com
Phone:	406-672-4760
Date:	09/14/2026
Estimate Number:	CPQ-313351v1
Project Name:	Ballard Potholes, 13 locations



Badger Daylighting Corp
BILLINGS MT CORP
145 ERIE DR
Billings, MT 59101
"An equal opportunity employer"
MT License #163666

Estimate

Date	09/14/2026
Reference	CPQ-313351
Prepared By	Blake Browning

Customer Information

Company	DICK ANDERSON CONSTRUCTION	Contact Name	AJ HARMON
Contact Phone #	+1 (406) 860-1938	Email	AHARMON@DACONSTRUCTION.COM
Billing Address	3424 HWY 12 E	Title	PROJECT MANAGER
Billing City/State	HELENA MT 59601	Account Number	30089
Service Address	45.7772467,-108.5028165 Billings MT 59101		

Scope Of Work

Providing an estimate to Hydro Excavate up to 13 locations, 4ft deep and 1 foot wide.

This is merely an estimate. Billing will be actual time, port to port.

Service Item	Item Description	Unit Cost	UOM	Quantity	Amount
BADGER HYDROVAC WITH OPERATOR	Hourly rate for Hydrovac and Operator up to 8hrs in a day	\$295.67	HR	8.0	\$2,365.36
DISPOSITION	Offsite Disposal of spoils	\$200.00	EA	1.0	\$200.00
CONSUMABLE MATERIALS	PPE and Consumable Materials	\$39.14	EA	1.0	\$39.14
FLUCTUATING FUEL RECOVERY		\$355.71	EA	1.0	\$355.71
SUPPLY WATER	Fresh Water Supply	\$70.03	EA	1.0	\$70.03

Total \$3,030.24

This proposal contains the budgetary estimate to complete the work as described above under the heading "Scope of Work". If any part of the work varies from that described in Scope of Work, or if unexpected digging conditions are encountered (eg rocks, rubble, roots, etc...), then additional charges shall apply. All work will be done on a time and material basis. All work will be done in accordance with the terms and conditions contained in Badger Daylighting Corp.'s standard terms and conditions (USA) attached hereto.

Customer (Company) _____
Name (Please Print) _____
Signature _____

PO #: _____
Title: _____
Date: _____

I am authorized to bind the Company



General Notes, Conditions, & Badger Responsibilities:

1. Travel rates apply when traveling from the closest Badger Operation to the client's project site.
2. Badger will off load material at contracted facility. Travel to and from a designated facility is considered part of the work day and charged at the hourly rate.
3. Any additional third party services provided by Badger Daylighting outside of our typical Hydrovac activities shall be charged out at cost +.
4. With any Hydrovac project, there are possible additional charges that are application and site specific. For example, items such as water trucks, specialized equipment and attachments (remote hose, etc.), crew trucks, and other items may be required. Rather than provide an extensive listing of all possible considerations, this is best implemented on a project-by-project basis and evaluated at the field operations level. The information presented in this document represents the complete proposal.
5. This proposal is valid for 30 days from the date posted on this proposal document.
6. Any and all quotes, offers and transactions are pending Credit Approval by Badger.
7. Terms of Payment - Net 30 days from date of invoice. Late invoices subject to service fees.
8. Zero (0) % retainage is withheld.
9. Taxes – tax will be added to quote pricing as required by State/Local governments.
10. All invoices will be assessed a Fluctuating Fuel Recover Fee on the entire amount of the invoice. This fee is reviewed regularly and is subject to change. Badger utilizes information from the US Department of Energy and the Canadian Department of Natural Resources when calculating the fee.

Customer responsibilities include:

1. Access to the Hydrovac site, including permits and permission from property owners, utilities, and government agents.
2. Surface locates, survey marks and traffic control, if needed unless agreed to in writing prior.
3. Breaking, removal, and restoration of asphalt and or concrete unless agreed to in writing prior.
4. Establish, maintain, and remediate accessible water source and disposal site.
5. Specific direction and locations for Hydrovac excavation.
6. Backfill and site restoration unless agreed to in writing prior to completing work.
7. Materials to secure and cover the excavation unless agreed to in writing prior. Badger
8. Shoring, maintenance, and barricading.
9. Ownership of the soil and debris removed by the Hydrovac including any soils or material contaminated or suspect.
10. Any project delays caused by others that result in downtime of Badger Hydrovac units will be billed at the hourly rates.
11. Pay for all specialized training that is required by contractor/owner/Badger to be on the site to work.
12. Notify Badger of all billing requirements and any appropriate purchase orders, job numbers, AFE, etc. that would be necessary to release payment to . This must be done prior to the first day of work.
13. Notify Badger of any of the following: Certified payrolls, OCIP requirements, prevailing wages.
14. Additional insurance requirements over what Badger already has in place

Customer Representative

Printed Name: _____

Signature: _____

Date: _____

*I am authorized to bind the Company***Badger Representative**

Printed Name: _____

Signature: _____

Date: _____



BADGER DAYLIGHTING CORP. STANDARD TERMS AND CONDITIONS (USA)

1. Definitions. "Service Provider" shall mean Badger Daylighting Corp. "Buyer" shall mean any party who contracts to purchase Services from Service Provider, as indicated on a service agreement or a statement of work. "Services" shall mean those services and any related goods ordered by Buyer from Service Provider pursuant to a service agreement accepted by Service Provider. "Credit Application" shall mean Service Provider's form of credit application, as may be amended from time to time, the review and written approval of which is a pre-requisite to Service Provider entering into any type of binding agreement with Buyer to provide Services. "USA" shall mean the United States of America.

2. Terms of Service Agreement Acceptance and Complete Agreement

(a) Acceptance. Buyer's order for Services is binding only when accepted in writing by an authorized representative of Service Provider, and is accepted subject to all of Service Provider's Standard Terms and Conditions of Services, which constitute the complete agreement between the parties. Buyer's acceptance of delivery and performance of Services evidences Buyer's acceptance of all of Service Provider's Standard Terms and Conditions of Services.

(b) No Acceptance. Service Provider's performance under any Buyer service agreement or a statement of work does not constitute an acceptance of any provision of any Buyer service agreement that is different from or additional to Service Provider's Standard Terms and Conditions of Services, and any such different or additional provisions are hereby expressly rejected and are void.

3. Buyer's Obligations.

(a) Services. Buyer shall: (i) cooperate with Service Provider in all matters relating to Services and provide such access to Buyer's premises, and other facilities as may reasonably be requested by Service Provider, for the purposes of performing Services; (ii) respond promptly to any Service Provider request to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for Service Provider to perform Services in accordance with the requirements of the service agreement; (iii) provide such Buyer materials or information as Service Provider may reasonably request and Buyer considers reasonably necessary to carry out Services in a timely manner and ensure that such Buyer materials or information are complete and accurate in all material respects; and (iv) obtain and maintain all necessary permits and consents and comply with all applicable laws in relation to Services before the date on which Services are to start.

(b) Shipment and Delivery. Any goods provided in relation to the Services are sold EXW Service Provider's Facility Incoterms 2010. The method and route of shipment shall be as mutually agreed in each accepted service agreement. Service Provider shall tender delivery of all such related goods to a carrier for transportation to Buyer's place of business. All costs of transportation, including, without limitation, taxes and standard insurance shall be assessed by Service Provider and borne by Buyer unless otherwise agreed to in writing by Service Provider. Service Provider shall invoice Buyer for all shipping related costs.

All risk of loss shall pass to Buyer when such related goods are made available to the carrier at Service Provider's facility, including, without limitation, all risks of loading, transportation, and shipment. Delivery and acceptance shall not be affected by a delay on the part of Buyer in accepting delivery. Shipment of such related goods held by reason of Buyer's request or inability to receive such related goods will be at the risk and expense of Buyer. Claims for shortages in shipment shall be deemed waived by Buyer unless made in writing to Seller within thirty (30) days from the date of invoice.

4. Buyer's Acts or Omissions. If Service Provider's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Buyer or its agents, subcontractors, consultants or employees, Service Provider shall not be deemed in breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay. breach of its obligations under the service agreement or otherwise liable for any costs, charges or losses sustained or incurred by Buyer, in each case, to the extent arising directly or indirectly from such prevention or delay.

5. Taxes and Fees. Unless expressly stated and agreed to in writing by Service Provider, quoted prices do not include any shipping and handling charges, sales, use, excise, or similar taxes or duties. Buyer shall pay these taxes directly if the law permits or shall reimburse Service Provider if Service Provider is required to collect and pay them.

6. Representations and Warranties; Limitation of Remedy.

(a) Service Provider represents and warrants to Buyer that it shall perform Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under the service agreement.

(b) Service Provider shall not be liable to a breach of the warranty set forth in Section 6(a) unless Buyer gives written notice of the defective Services, reasonably described, to Service Provider with three (3) days of the time when Buyer discovers or ought to have discovered that Services were defective.

(c) The sole and exclusive remedy of Buyer for any liability of Service Provider of any kind, including (i) warranty, express or implied, whether contained in the terms and conditions hereof or in any terms additional or supplemental hereto, (ii) contract, (iii) negligence, (iv) tort, or (v) otherwise, is limited to Service Provider's repair or re-performance of Services. The sole and exclusive remedy for goods related to Services shall be Service Provider's repair or replacement of those related goods the examination of which by Service Provider reveals material defects during the warranty period or, at Service Provider's option, a refund to Buyer of the money paid to Services Provider for such goods. The warranty period shall begin on the date of completion of Services on Service Provider's invoice and shall continue for a period of one (1) year therefrom for all Services. This limited warranty shall not extend to any Services that have been modified, disassembled, altered, changed, damaged, misused, repaired, misapplied or negligently maintained in any manner.

(d) EXCEPT FOR THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 6(a) ABOVE, SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO SERVICES, EXPRESS OR IMPLIED, INCLUDING ANY (i) WARRANTY OF MERCHANTABILITY; OR (ii) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (iii) WARRANTY OF TITLE; OR (iv) WARRANTY AGAINST INFRINGEMENT OF



INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

7. Limitation of Liability.

(a) SERVICE PROVIDER'S LIABILITY SHALL BE LIMITED TO THE COST OF REPAIR AND RE-PERFORMANCE OF SERVICES WITHIN A REASONABLE PERIOD OF TIME FOLLOWING PROPER AND TIMELY NOTICE BY BUYER. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO BUYER OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT; OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SERVICE PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER ESSENTIAL PURPOSE. IN NO EVENT SHALL SERVICE PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICE AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID OR PAYABLE TO SERVICE PROVIDER. Buyer agrees to indemnify and hold Service Provider harmless from and against all liabilities, claims, or demands of third parties of any kind relating to Services and the use of any related goods arising after performance of Services.

(b) The limitation of liability set forth in Section 7(a) above shall not apply to (i) liability resulting from Service Provider's gross negligence or willful misconduct and (ii) death or bodily injury resulting from Service Provider's negligent acts or omissions.

8. Rejection or Claims. A rejection of Services for non-conformity, or a claim of incomplete performance and/or damage by Buyer, shall not be effective unless it is made, and written notice thereof is given to Service Provider, within thirty (30) days after Services are provided to Buyer; or, with respect to any goods related to Services, within thirty (30) days after such related goods arrive at the destination specified in Service Provider's statement of work. Service Provider reserves the right to inspect the site of supposed non-conforming Services and to determine lack of conformity in its sole discretion.

9. Performance Dates. Service Provider shall use reasonable efforts to meet any performance dates specified in the service agreement, and any such dates shall be estimates only.

10. Failure to Take Delivery. If Buyer fails to take delivery of any goods related to Services, or any part thereof, such related goods not delivered shall be held at Buyer's sole risk in all respects. Service Provider, acting as Buyer's agent and at Buyer's expense, may thereafter store, insure and/or otherwise protect such related goods or may resell same for Buyer's account. The delivery date(s) quoted are based on Service Provider's best estimate of a realistic time when delivery to the carrier will be made, and are subject to confirmation at time of acceptance of any resulting Service Agreement. Service Provider reserves the right to make either early delivery or partial delivery upon prior notice to Buyer as provided in Section 23 hereof and to invoice Buyer accordingly.

11. Title and Risk of Loss or Damage. Title, risk of loss and/or damage shall pass to Buyer when any goods related to Services are made available to the carrier at Service Provider's facility.

12. Payment Terms.

All payments are due thirty (30) days from date of invoice in U.S. Dollars, unless otherwise specified by Service Provider. Buyer's failure to make payment when due will be a material breach of the service agreement and these Standard Terms and Conditions of Services. Subject to applicable law, amounts unpaid after such date may, at Service Provider's discretion, bear interest from the date of the invoice at a rate of one and one-half percent (1.5%) per month, or eighteen percent (18%) per annum. Service Provider shall be entitled to reimbursement from Buyer for all costs and fees, including reasonable attorneys' fees, incurred by Service Provider in the collection of any overdue amounts. Service Provider, at its sole option and without incurring any liability, may suspend its performance of Services until such time as any overdue payment is made or Service Provider receives assurances, adequate in Service Provider's opinion, that the payment will be promptly made. In the event of such suspension of performance of Services by Service Provider, there will be an equitable adjustment made to the remaining performance schedule and pricing to reflect the duration and cost resulting from such suspension. Buyer may only suspend performance upon Service Provider's written consent. In the event of such Buyer suspension, the performance time will be changed, taking into account the suspension, and Buyer will promptly pay Service Provider for all costs, including related overhead costs, resulting from such suspension. All terms of the Credit Application are incorporated into and are part of this Agreement.

For your convenience, Badger accepts payment in multiple forms including check, ACH, EFT, and certain credit cards. To the extent permitted by applicable law, payments made by credit card are subject to a surcharge equal to 3% of the transaction amount (or the highest percentage permitted by applicable law, if less than 3%).

13. Cancellation. Except as otherwise expressly provided in a statement of work, the service agreement shall be cancelled only by mutual written consent of the parties. Notice is hereby given that Service Provider shall not consent to cancellation if Buyer has bound itself to purchase Services. If Buyer is in default by failure to pay any previous invoice within credit terms at the expected date of performance of Services or any part thereof, has not otherwise performed or complied with any of the terms of the service agreement, in whole or in part; or becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors, or if Service Provider has received any adverse credit information about Buyer, Service Provider may delay performance and/or cancel performance of Services without liability. In the event of U.S. or foreign government intervention, trade restrictions, and/or quotas, which may delay or prevent performance of Services or any part thereof, Service Provider, at Service Provider's option, may cancel the performance of Services without liability. In the event any Services shall become subject to any governmental fees or duties not presently in effect or to any increase in any existing fee or duty, including any antidumping duty or countervailing duty, Service Provider shall have the right to cancel performance of Services without liability.



14. **Default.** If Buyer breaches or is otherwise in default under the service agreement or under any other contract between the parties hereto, Service Provider at its sole option, may defer performance of Services until the default is cured, or may treat the default as a repudiation by Buyer of the service agreement in its entirety, and hold Buyer liable for such damages as Service Provider may incur, including consequential and incidental damages. For purposes hereof, Buyer's insolvency shall be a default.
15. **Waiver.** No waiver by Service Provider of any of the provisions of the service agreement is effective unless explicitly set forth in writing and signed by Service Provider. No failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from the service agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.
16. **Force Majeure.** Service Provider shall be free from any liability for delay or failure in performance of Services arising from strikes, lockouts, labor troubles of any kind, accidents, perils of the sea, fire, earthquake, civil commotion, terrorist acts, war or consequences of war, government acts, restrictions or requisitions, failure of manufacturers or suppliers to deliver, bankruptcy or insolvency of manufacturers or suppliers, suspension of shipping facilities, act or default of carrier or any other contingency of whatsoever nature beyond Service Provider's control affecting production and performance of Services, including disturbances existing on the date of the service agreement or a statement of work. In such a situation, if performance is not made during the period contracted for, Buyer shall accept performance under the service agreement when performance is made; provided, however, Buyer shall not be obligated to accept performance if performance is not made within a reasonable time after the cessation of the aforementioned impediments or causes.
17. **Intellectual Property.** All the designs, know-how, innovations, inventions and discoveries related to Services provided under this transaction shall be and remain the property of Service Provider.
18. **Confidential Information.**
- (a) All non-public, confidential or proprietary information of Service Provider, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to customers, pricing, and marketing (collectively, the "Confidential Information"), disclosed by Service Provider to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the provision of Services and the service agreement is confidential, and shall not be disclosed or copied by Buyer without the prior written consent of Service Provider. Confidential Information does not include information that is (i) in the public domain; (ii) known to Buyer at the time of the disclosure; or (iii) rightfully obtained by Buyer on a non-confidential basis from a third party.
- (b) Buyer agrees to use the Confidential Information only to make use of Services, and deliverables.
- (c) Service Provider shall be entitled to injunctive relief for any violation of this Section.
19. **Integration.** The service agreement, these Standard Terms and Conditions of Services, and a statement of work supersede all prior negotiations, representations, agreements, quotes and catalogues, whether written or oral, and shall not be modified, supplemented or interpreted by evidence of course of dealing, course of performance or usage of trade. To the extent the provisions hereof conflict with any prior or subsequent agreement of the parties, these Standard Terms and Conditions of Services will control. Any amendment to these Standard Terms and Conditions of Services must be in writing and signed by both parties.
20. **Assignment.** Buyer acknowledges that no service agreement or statement of work, nor the obligations represented thereby, may be assigned or delegated, in whole or in part by Buyer, without the prior written consent of Service Provider. Buyer's unauthorized attempt to assign or delegate any rights or obligations shall serve as grounds for termination of the service agreement.
21. **Severability.** Service Provider and Buyer agree that each and every paragraph, sentence, clause, term and provision of these Standard Terms and Conditions of Services is severable and that, in the event any portion hereof is adjudged to be invalid or unenforceable, the remaining portions shall remain in full force and effect to the fullest extent permitted by law.
22. **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in these Standard Terms and Conditions of Services or the service agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties; and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
23. **Notices.** All notices, requests, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the service agreement or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in the service agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.
24. **Governing Law; Venue.** All matters involving the validity, interpretation and application of these Standard Terms and Conditions of Services will be controlled by the laws of the State of Indiana, United States of America and Buyer and Service Provider hereby irrevocably consent to the jurisdiction of the state and federal courts located in Marion County, Indiana for the resolution of any disputes arising under these Standard Terms and Conditions of Services and the service agreement.
25. **Collection, Use and Disclosure of Information.**

Notwithstanding section 18, by submitting an application for the Services, Buyer consents to and authorizes Service Provider and its service providers to use the personal information, confidential information, financial information and other details (collectively "Information") about Buyer that Buyer has provided to:

- (a) Exchange Information and reports about Buyer with credit reporting agencies, credit reporting services including Creditsafe USA Inc., and other lenders (collectively "Credit Agencies") prior to the commencement of Services for the purposes of Service Provider providing credit to Buyer, including in the form of an outstanding receivable with the Service Provider for Services to be performed pursuant to these Service Provider's Standard Terms and Conditions of Services;
- (b) Conduct, or arrange for a Credit Agency to conduct, "soft" or "hard" credit checks from time to time for up to one year after Buyer submits an application and Service Provider exchanges Information with Credit Agencies;
- (c) Conduct, or arrange for third parties to conduct, risk assessments and identity and payment verification checks from time to time;
- (d) Assess Buyer's application for the Services based on the results of the credit, risk assessment, and identity and payment verification checks;
- (e) Periodically review and verify Buyer creditworthiness, establish credit and hold limits, help Service Provider collect a debt or enforce an obligation owed to Service Provider by Buyer, and/or manage and assess risk; and
- (f) Issue a decision to grant or deny Buyer's application for credit.

Service Provider shall determine in its sole discretion whether to grant any credit to Buyer and, if so, the amount of any such credit. Service Provider has no obligation to grant any credit, and any granting of credit is without commitment to provide any future credit. Buyer shall be responsible for all credit it receives from Service Provider, whether or not such credit exceeds authorized credit limits. In the event that Service Provider grants credit to Buyer and for a reasonable period of time afterwards, Service Provider may from time to time disclose Buyer's Information to other lenders and credit reporting agencies requesting such Information. Service Provider may obtain Information and reports about Buyer from third party providers such as Creditsafe USA Inc., and other Credit Agencies. Once Buyer has applied for credit with Service Provider, Buyer may not withdraw their consent to this exchange of Information.

For more information about the Service Provider's privacy policy and our collection and use of personal information, please see: [https://www.badgerinc.com/learn-about-badger/privacy\[1\]antispam-web-policy/](https://www.badgerinc.com/learn-about-badger/privacy[1]antispam-web-policy/).



JT Coatings LLC
dba AAA Parking Lot Striping
138 Orchard Lane
Billings, MT 59101
406-248-5539
www.aaastripingusa.com

Proposal

DATE	PROPOSAL #
9/14/2026	20260898

BILL TO
DICK ANDERSON BLGS(YC ADMIN BLDG

JOB NAME
YC ADMIN BLDG OSTLUND BLDG

Phone & Contact			P.O. NO.	TERMS	REP
Customer E-mail	AHARMON@DACONSTRUCTION.COM			Net 10	JAS

[illegible]

ACCEPTANCE OF PROPOSAL:
DATE:

SIGNATURE: _____

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: Letter to Delegates

Submitted By: Steve Williams

TOPIC:

Letter to Delegates

BACKGROUND:

This is a letter to the Yellowstone County Delegates regarding the right to compute act and possible reform. Since the delegates are not finalized yet for Yellowstone County, it can be sent to the legislature offices.

RECOMMENDED ACTION:

Approve

Attachments

Letter

Yellowstone County

COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

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



September 22, 2026

Members of the Yellowstone County Legislative Delegation
Montana State Legislature
P.O. Box 200500 & P.O. Box 200400
Helena, MT 59620-0500

Subject: *Right to Compute Act (Mont. Code Ann. §§ 2-10-201 to 2-10-207) — Impact on Local Regulation of Data Centers*

Dear Members of the Delegation,

On behalf of the Yellowstone County Board of County Commissioners, we write to share the Board's concerns regarding the Right to Compute Act, Mont. Code Ann. §§ 2-10-201 to 2-10-207, enacted by the 2025 Legislature and effective April 16, 2025. While the Board appreciates the Legislature's interest in protecting Montanans' access to computational technology, we believe the Act as written is overbroad and, in its current form, meaningfully limits the County's ability to regulate data center development within its jurisdiction.

The Act declares a fundamental right to own and make use of computational resources and provides that any government action restricting the private ownership or use of those resources for lawful purposes must be "demonstrably necessary and narrowly tailored to fulfill a compelling government interest." See Mont. Code Ann. §§ 2-10-202, 2-10-204. Although that principle may be sound as applied to an individual's personal use of computers and software, the Act's broad reference to "computational resources" and its exacting standard of review sweep in far more than we believe the Legislature intended.

The Board's specific concern is the Act's effect on the siting and operation of large-scale commercial data centers. These facilities carry significant local impacts, including intensive electricity and water consumption, noise, land use and zoning considerations, strain on public infrastructure, and demands on emergency services. Counties have traditionally addressed such impacts through ordinary land use, zoning, permitting, and public health and safety regulation. As drafted, however, the Act invites the argument that these routine local measures restrict the ability to privately make use of computational resources and must therefore satisfy strict, compelling-interest scrutiny. That standard is difficult to meet and creates real uncertainty about whether the County may continue to exercise its customary regulatory authority over these developments. This creates a corresponding chilling effect on the County's ability to protect its residents, infrastructure, and natural resources.

To be clear, the Board is not taking a position for or against the development of data centers. Rather, the Board's concern is to preserve the County's ability to address the local impacts of

Yellowstone County



COMMISSIONERS
(406) 256-2701
(406) 256-2777 (FAX)

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

such developments through its traditional regulatory authority. We recognize that the Act was likely aimed at safeguarding individual liberty rather than exempting industrial-scale facilities from local oversight. The statute's breadth, however, leaves that distinction unclear. We respectfully ask that you review this issue and consider whether the Act, as applied to commercial data centers and local land use authority, reaches further than intended.

Accordingly, the Board requests that you work with other members of the Legislature to refine the Right to Compute Act, for example, by clarifying that the Act does not displace the traditional authority of counties and municipalities to regulate the siting, construction, and operation of data centers and similar commercial facilities through zoning, permitting, and public health and safety measures. We would welcome the opportunity to serve as a resource, and County staff are available to provide additional detail on the local impacts we are seeing in Yellowstone County.

Thank you for your service to Yellowstone County and for considering this proposed reform.

Sincerely,

YELLOWSTONE COUNTY BOARD
OF COUNTY COMMISSIONERS

Mark Morse, Chair

Michael J. Waters, Member

Chris White, Member

B.O.C.C. Regular

3. a.

Meeting Date: 09/22/2026

Title: Contract with Allied Controls and Mechanical for Heat Pump

Submitted By: Jared Gavin

TOPIC:

Contract with Allied Controls and Mechanical for Heat Pump

BACKGROUND:

Install the new 5 ton Aire water source heat pump in the basement of the former mechanical room. Attached to the existing heat pump loop. The price includes all plumbing and fittings with a stand-alone low voltage thermostat. The contractor shall commence work on 11-1-2026 and shall complete the described work by 12-31-2026. The County shall pay the Contractor a total of \$24,200.00 for the satisfactory completion of the scope of services.

RECOMMENDED ACTION:

Approval

Attachments

Allied Control Mechanical Contract- Heat Pump

YELLOWSTONE COUNTY INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Allied Controls and Mechanical, herein referred to as "CONTRACTOR", whose address is 808 W. Main Street Laurel, MT 59044.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services in accordance with the solicitation, plans, and specifications attached and hereby incorporated **Install new 5 ton Aire water source heat pump in basement of former mechanical room. Attached to existing heat pump loop. Price includes all plumbing and fittings with a stand-alone low voltage thermostat.**

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall commence work on 11-1-26 and shall complete the described work by 12-31-26

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$24,200.00 CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement
2. CONTRACTOR's proposal dated, 6-15-26

3. CONTRACTOR's certificate of insurance and workers compensation coverage
4. List any other applicable documents or exhibits

7. WARRANTY: All work completed, and materials provided by CONTRACTOR must be warranted for a period of one (1) year from the time the services are completed.

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

9. INSURANCE: CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance from an insurance carrier licensed to do business in the State of Montana in the amount of seven hundred fifty thousand dollars (\$750,000.00) for each occurrence (minimum) and one million five hundred thousand dollars (\$1,500,000.00) aggregate. CONTRACTOR also agrees to maintain workers compensation insurance from an insurance carrier licensed to do business in the State of Montana. Proof of general liability and workers compensation insurance shall be provided to COUNTY at least ten (10) days prior to beginning work under this Contract. COUNTY must be listed as an additional insured on the general liability insurance certificate for this Contract.

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

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

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

13. PREFERENCE: CONTRACTOR agrees to give preference to the employment of bona fide Montana residents in compliance with MCA 18-2-403 (1). In accordance with MCA 18-2-409, CONTRACTOR shall ensure that at least 50% of the workers of the CONTRACTOR (including workers employed by subcontractors) working on the project shall be bona fide Montana Residents.

14. PLACE OF PERFORMANCE, CONSTRUCTION, AND VENUE: Performance of this Contract is in Yellowstone County, Montana and venue for any litigation arising from performance of this Contract

is the 13th Judicial District Court, Yellowstone County, Montana. This Contract shall be governed by the laws of the State of Montana.

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

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

17. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

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

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

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

This Contract will be effective

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Allied Controls and Mechanical
808 W. Main ST.
Laurel, MT. 59044

Mark Morse, Chair
Board of County Commissioners

Jonathan Casley Project Manager

[Individual's Name]
[Individual's Title]

ATTEST:

Jeff Martin, Clerk and Recorder

B.O.C.C. Regular

3. b.

Meeting Date: 09/22/2026

Title: Courthouse Renovation Sletten Construction Pay App #2

Submitted By: Jared Gavin

TOPIC:

Courthouse Renovation Sletten Construction Pay App #2

BACKGROUND:

Yellowstone County Courthouse Renovation, Yellowstone County, pay application #2 (retainage) to Sletten Construction Company in the amount of \$796,565.58 less 1% State of Montana Gross Receipts Tax (\$7,965.66) that will be paid directly to the State of Montana, less 5% retainage (\$41,924.50), for a net amount of \$788,599.92.

RECOMMENDED ACTION:

Sign the pay application and return a copy to Finance

Attachments

Sletten Construction Pay App #2

Stored Materials Certificate

Yellowstone County Lien Waiver

Malisani Allowance Backup Stone Work

RECEIVED

SEP 08 2026

BY:

APPLICATION AND CERTIFICATE FOR PAYMENT

DOCUMENT G702

PAGE ONE OF PAGES

TO OWNER: **YELLOWSTONE COUNTY**
217 N. 27TH ST, BILLINGS, MT 59101

PROJECT: **YELLOWSTONE COUNTY**
COURTHOUSE RENOVATION

APPLICATION NO: **2**

APPLICATION DATE: **08.25.2026**

PERIOD TO: **08.31.2026**

PROJECT NO: **2754-25209**

CONTRACT DATE: **05.21.2026**

Distribution to:
☒ OWNER
☒ CONSTRUCTION
MANAGER
☒ ARCHITECT
☐ CONTRACTOR

FROM CONTRACTOR: **SLETTEN CONSTRUCTION**

VIA CONSTRUCTION MANAGER:
VIA OWNER:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, Document G703, is attached.

1. ORIGINAL CONTRACT SUM \$ 10,527,238.00

2. Net change by Change Orders \$ 0.00

3. CONTRACT SUM TO DATE (Line 1 + 2) \$ 10,527,238.00

4. TOTAL COMPLETED & STORED TO DATE \$ 1,548,018.84
(Column G on G703)

5. RETAINAGE:

a. 5 % of Completed Work \$ 77,400.94
(Column D + E on G703)

b. 5 % of Stored Material \$ 0.00
(Column F on G703)

Total Retainage (Lines 5a + 5b or
Total in Column I of G703) \$ 77,400.94

6. TOTAL EARNED LESS RETAINAGE \$ 1,470,617.90
(Line 4 less Line 5 Total)

7. LESS PREVIOUS CERTIFICATES FOR
PAYMENT (Line 6 from prior Certificate) \$ 674,052.32

8. CURRENT PAYMENT DUE \$ 796,565.58

8A. 1% TAX Withholding 7,965.66

8B. NET PAYMENT TO CONTRACTOR (AFTER 1%) 788,599.92

9. BALANCE TO FINISH, INCLUDING RETAINAGE \$ 9,056,620.10
(Line 3 less Line 6)

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

Brooke Logan

By: _____ Date: _____

State of: MT County of: Cascade
Subscribed and sworn to before me this 21st day of August 2026
Notary Public Danielle Zeiss
My Commission expires: 9/27/29

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

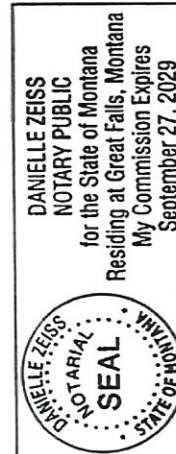
AMOUNT CERTIFIED \$ 796,565.58 ✓

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

OWNER:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



HULTENG CCM, INC.
BILLINGS, MONTANA

☒ REVIEWED

☐ APPROVED

DATE: 9/10/2026

BY: [Signature]

CONTINUATION SHEET

DOCUMENT G703

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 08.25.2026

PERIOD TO: 08.31.2026

A Cost Code	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C.1 CHANGE ORDER VALUE	C.2 CURRENT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%	J CURRENT PAYMENT DUE (RET.)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)			
	General Conditions	\$644,290.00		\$644,290.00	\$64,429.00	\$55,000.00	\$0.00	\$119,429.00	19%	\$524,861.00	\$5,971.45	
	Insurances	\$63,163.00		\$63,163.00	\$63,163.00		\$0.00	\$63,163.00	100%	\$0.00	\$3,158.15	
	Bonding	\$68,427.00		\$68,427.00	\$68,427.00		\$0.00	\$68,427.00	100%	\$0.00	\$3,421.35	
	General Requirements - (181,182)											
ALLOW	Project Sign	\$1,250.00		\$1,250.00	\$1,250.00		\$0.00	\$1,250.00	100%	\$0.00	\$62.50	
	MEP Coordination	\$15,000.00		\$15,000.00			\$0.00	\$0.00	0%	\$15,000.00	\$0.00	
	Temp Fence	\$5,000.00		\$5,000.00	\$5,000.00		\$0.00	\$5,000.00	100%	\$0.00	\$250.00	
ALLOW	Snow Removal	\$15,744.00		\$15,744.00			\$0.00	\$0.00	0%	\$15,744.00	\$0.00	
	Fork Lift	\$18,750.00		\$18,750.00	\$3,200.00	\$1,500.00	\$0.00	\$4,700.00	25%	\$14,050.00	\$235.00	
	Traffic Control	\$15,000.00		\$15,000.00	\$3,500.00	\$500.00	\$0.00	\$4,000.00	27%	\$11,000.00	\$200.00	
	Connex Storage	\$15,000.00		\$15,000.00			\$0.00	\$0.00	0%	\$15,000.00	\$0.00	
	Offsite Storage	\$6,000.00		\$6,000.00			\$0.00	\$0.00	0%	\$6,000.00	\$0.00	
	Final Clean	\$36,000.00		\$36,000.00			\$0.00	\$0.00	0%	\$36,000.00	\$0.00	
ALLOW	Security	\$22,000.00		\$22,000.00			\$0.00	\$0.00	0%	\$22,000.00	\$0.00	
	Staging Area Cameras	\$4,500.00		\$4,500.00	\$1,000.00	\$250.00	\$0.00	\$1,250.00	28%	\$3,250.00	\$62.50	
	Badging	\$2,500.00		\$2,500.00	\$800.00		\$0.00	\$800.00	32%	\$1,700.00	\$40.00	
	Background Checks	\$0.00		\$0.00			\$0.00	\$0.00	0%	\$0.00	\$0.00	
	Temp Barrier and Barrier Entry	\$13,766.00		\$13,766.00	\$3,000.00	\$1,500.00	\$0.00	\$4,500.00	33%	\$9,266.00	\$225.00	
	Temp floor/Stone Protection	\$8,172.00		\$8,172.00		\$1,500.00	\$0.00	\$1,500.00	18%	\$6,672.00	\$75.00	
	Parking	\$2,500.00		\$2,500.00	\$100.00	\$100.00	\$0.00	\$200.00	8%	\$2,300.00	\$10.00	
	GC/CM Contingency	\$609,460.00		\$609,460.00			\$0.00	\$0.00	0%	\$609,460.00	\$0.00	
	DIVISION 2 (696,457)											
	Deferred Design Shoring	\$13,500.00		\$13,500.00	\$13,500.00		\$0.00	\$13,500.00	100%	\$0.00	\$675.00	
	Demolition/Mezzanine/Shoring	\$668,612.00		\$668,612.00	\$260,000.00	\$360,000.00	\$0.00	\$620,000.00	93%	\$48,612.00	\$31,000.00	
	Core Drilling various locations	\$6,571.00		\$6,571.00			\$0.00	\$0.00	0%	\$6,571.00	\$0.00	
	Salvage Stone Door Trim	\$1,774.00		\$1,774.00	\$750.00		\$0.00	\$750.00	42%	\$1,024.00	\$37.50	
	Grout Door Frames & Infill Concrete floor	\$6,000.00		\$6,000.00			\$0.00	\$0.00	0%	\$6,000.00	\$0.00	
	DIVISION 3 (2,792)											
	Misc Cast in Place Concrete	\$2,792.00		\$2,792.00			\$0.00	\$0.00	0%	\$2,792.00	\$0.00	
	DIVISION 5 (16,783)											
	Structural Steel Infill at Stairs	\$16,783.00		\$16,783.00			\$0.00	\$0.00	0%	\$16,783.00	\$0.00	
	DIVISION 6 (978,672)											
ALLOW	Temp. Enclosure at 3rd/1st & Reinstall Window	\$2,954.00		\$2,954.00	\$1,500.00		\$0.00	\$1,500.00	51%	\$1,454.00	\$75.00	
	Cabinetry & Wall Panels	\$975,718.00		\$975,718.00			\$0.00	\$0.00	0%	\$975,718.00	\$0.00	
	DIVISION 7 (111,419)											
	Insulation	\$79,297.00		\$79,297.00			\$0.00	\$0.00	0%	\$79,297.00	\$0.00	

CONTINUATION SHEET

DOCUMENT G703

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2
APPLICATION DATE: 08.25.2026
PERIOD TO: 08.31.2026

A Cost Code	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C.1 CHANGE ORDER VALUE	C.2 CURRENT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%	J CURRENT PAYMENT DUE (RET.)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)			
	Siding, Soffit, Fire Proofing & Insulation - East Ent.	\$15,074.00		\$15,074.00			\$0.00	\$0.00	0%	\$15,074.00	\$0.00	
	Joint Sealants	\$17,047.00		\$17,047.00			\$0.00	\$0.00	0%	\$17,047.00	\$0.00	
	DIVISION 8 (406,568)											
ALLOW	Doors Frames Hardware	\$286,871.00		\$286,871.00			\$0.00	\$0.00	0%	\$286,871.00	\$0.00	
	Door Bottoms & Missed DR (ALLOW)	\$4,500.00		\$4,500.00			\$0.00	\$0.00	0%	\$4,500.00	\$0.00	
	Aluminum Windows	\$113,197.00		\$113,197.00			\$0.00	\$0.00	0%	\$113,197.00	\$0.00	
	RE-INSTALL WINDOWS	\$2,000.00		\$2,000.00			\$0.00	\$0.00	0%	\$2,000.00	\$0.00	
	DIVISION 9 (3,067,051)											
ALLOW	Framing/Blocking/Sheathing	\$428,242.00		\$428,242.00		\$158,989.50	\$0.00	\$158,989.50	37%	\$269,252.50	\$7,949.48	
	Added Furring (Allow)	\$31,540.00		\$31,540.00			\$0.00	\$0.00	0%	\$31,540.00	\$0.00	
	ACT Ceilings	\$735,628.00		\$735,628.00			\$0.00	\$0.00	0%	\$735,628.00	\$0.00	
ALLOW	Sound Panels	\$208,246.00		\$208,246.00			\$0.00	\$0.00	0%	\$208,246.00	\$0.00	
ALLOW	Interior Wood Veneer Panels	\$636,480.00		\$636,480.00			\$0.00	\$0.00	0%	\$636,480.00	\$0.00	
ALLOW	Stone Restoration	\$312,396.00		\$312,396.00	\$55,600.00	\$72,000.00	\$0.00	\$127,600.00	41%	\$184,796.00	\$6,380.00	
	Hang Tape & Paint	\$349,095.00		\$349,095.00			\$0.00	\$0.00	0%	\$349,095.00	\$0.00	
	Flooring and Ceramic Tile	\$352,854.00		\$352,854.00	\$30,000.00		\$0.00	\$30,000.00	9%	\$322,854.00	\$1,500.00	
ALLOW	Floor Patch (Allow)	\$12,570.00		\$12,570.00			\$0.00	\$0.00	0%	\$12,570.00	\$0.00	
	Division 10 Specialties (533,799)											
ALLOW	Division 10 Specialties	\$504,599.00		\$504,599.00			\$0.00	\$0.00	0%	\$504,599.00	\$0.00	
	Signage Program/Recessed Box for Mounting (Allow)	\$29,200.00		\$29,200.00			\$0.00	\$0.00	0%	\$29,200.00	\$0.00	
	DIVISION 12 (152,819)											
ALLOW	Set Owner Furniture (Allow)	\$14,449.00		\$14,449.00			\$0.00	\$0.00	0%	\$14,449.00	\$0.00	
ALLOW	Courtroom Benches (Allow)	\$100,667.00		\$100,667.00			\$0.00	\$0.00	0%	\$100,667.00	\$0.00	
ALLOW	Veneer Padded Jury Seats (Allow)	\$37,703.00		\$37,703.00			\$0.00	\$0.00	0%	\$37,703.00	\$0.00	
	DIVISION 14 (10,000)											
	Elevator Repair/Protection	\$10,000.00		\$10,000.00			\$0.00	\$0.00	0%	\$10,000.00	\$0.00	
	DIVISION 21 (154,128)											
	Fire Suppression	\$154,128.00		\$154,128.00			\$0.00	\$0.00	0%	\$154,128.00	\$0.00	
	DIVISION 22 (351,450)											
	Plumbing	\$351,450.00		\$351,450.00	\$7,200.00	\$15,000.00	\$0.00	\$22,200.00	6%	\$329,250.00	\$1,110.00	
	DIVISION 23 (871,545)											
	HVAC	\$869,045.00		\$869,045.00	\$68,000.00	\$81,000.00	\$0.00	\$149,000.00	17%	\$720,045.00	\$7,450.00	
	Camera Ductwork	\$2,500.00		\$2,500.00			\$0.00	\$0.00	0%	\$2,500.00	\$0.00	
	DIVISION 26 (1,151,905)											
ALLOW	Electrical	\$1,031,580.00		\$1,031,580.00	\$25,000.00	\$51,000.00	\$0.00	\$76,000.00	7%	\$955,580.00	\$3,800.00	
	Fire Alarm	\$120,325.00		\$120,325.00			\$0.00	\$0.00	0%	\$120,325.00	\$0.00	
	DIVISION 32 (20,000)											

CONTINUATION SHEET

DOCUMENT G703

APPLICATION AND CERTIFICATION FOR PAYMENT, containing

Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 2

APPLICATION DATE: 08.25.2026

PERIOD TO: 08.31.2026

A Cost Code	B DESCRIPTION OF WORK	C SCHEDULED VALUE	C.1 CHANGE ORDER VALUE	C.2 CURRENT VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE) 5%	J CURRENT PAYMENT DUE (RET.)
					FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G ÷ C)			
	Exterior Improvements	\$20,000.00		\$20,000.00		\$0.00	\$0.00	\$0.00	0%	\$20,000.00	\$0.00	
				\$0.00			\$0.00	\$0.00	0%	\$0.00	\$0.00	
	GC/CM FEE (4%)	\$348,263.00		\$348,263.00	\$27,016.76	\$31,933.58	\$0.00	\$58,950.34	17%	\$289,312.66	\$2,947.52	
	1% TAX	\$87,066.00		\$87,066.00	\$7,093.00	\$8,217.00	\$0.00	\$15,310.00	18%	\$71,756.00	\$765.50	
	GRAND TOTALS	\$10,527,238.00	\$0.00	\$10,527,238.00	\$709,528.76	\$838,490.08	\$0.00	\$1,548,018.84	15%	\$8,979,219.16	\$77,400.94	\$0.00

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity



EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
8/25/2026

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

AGENCY Helena Office Marsh McLennan Agency LLC P.O. Box 6127 Helena, MT 59604		PHONE (A/C, No, Ext): (406) 442-5360	COMPANY Cincinnati Insurance Company PO Box 145496 Cincinnati, OH 45250-5496	
FAX (A/C, No):	E-MAIL ADDRESS:			
CODE: 46004		SUB CODE:		
AGENCY CUSTOMER ID #: DIAMCON-04				
INSURED Silver City Stone, Cabinetry & Tile 1320 Marshall Lane Helena, MT 59602		LOAN NUMBER		POLICY NUMBER EPP 0178406
		EFFECTIVE DATE 1/1/2026	EXPIRATION DATE 1/1/2027	☐ CONTINUED UNTIL TERMINATED IF CHECKED
THIS REPLACES PRIOR EVIDENCE DATED:				

PROPERTY INFORMATION

LOCATION/DESCRIPTION

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

COVERAGE INFORMATION

PERILS INSURED

BASIC

BROAD

SPECIAL

COVERAGE / PERILS / FORMS

AMOUNT OF INSURANCE

DEDUCTIBLE

Limit at any one location Limit
Limit per disaster Limit
Limit at temporary location Limit
Transit limit Limit
Deductible

\$1,500,000
\$1,500,000
\$1,500,000
\$1,500,000

1,000

REMARKS (Including Special Conditions)

Special Conditions:
Stored Materials Location - 1342 Marshall Lane, Helena MT
Job: Yellowstone Co. Courthouse

CANCELLATION

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

ADDITIONAL INTEREST

NAME AND ADDRESS Sletten Construction PO Box 2467 Great Falls, MT 59403	ADDITIONAL INSURED	LENDER'S LOSS PAYABLE	LOSS PAYEE
	MORTGAGEE		
	LOAN #		
AUTHORIZED REPRESENTATIVE 			



Stored Materials - 1342 Marshall Lane,
Helena, MT 59601

Quartz - Turbine Gray

As of 8/13/2026



CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

Upon receipt by the undersigned of a check from

YELLOWSTONE COUNTY
MAKER OF CHECK

in the sum of

\$788,599.92 payable to
AMOUNT OF CHECK

Sletten Construction Company
PAYEE(S) OF CHECK

And when the check has been properly endorsed and has been paid by the bank upon which it is drawn, this document shall become effective to release and mechanic's lien, stop notice, or bond right the undersigned has on the job of **YELLOWSTONE COUNTY COURTHOUSE RENOVATION** located at **BILLINGS, MONTANA** to the following extent.

This release covers a progress payment for labor, services, equipment, or material furnished to

YELLOWSTONE COUNTY

YOUR CUSTOMER

through

8/30/2026

DATE

only and does not cover any retentions retained before or after the release date; extras furnished before the release date for which payment has not been received; extras or items furnished after the release date. Rights based upon work performed or items furnished under a written change order which has been fully executed by the parties prior to the release date are covered by this release unless specifically reserved by the claimant in this release. This release of any mechanic's lien, stop notice, or bond right shall not otherwise affect the contract rights, including rights between parties to the contract based upon a rescission, abandonment, or breach of the contract, or the right of the undersigned to recover compensation for furnished labor, services, equipment, or material covered by this release if that furnished labor, services, equipment, or material was not compensated by the progress payment.

Before any receipt of this document relies on it, said party should verify evidence of payment to the undersigned.

Dated: **8/26/2026**

Sletten Construction Company

COMPANY NAME
By: 

CLIFF GARNESS, Project Manager

APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.
Tabulations below, amounts are stated to the nearest dollar.



PROJECT NAME: Yellowstone County Courthouse
PROJECT SCOPE: Terrazzo and Stone Renovation
PROJECT NUMBER: 2754-25209
APPLICATION NUMBER: Two
APPLICATION DATE: 8/15/2026
BILLING PERIOD: 7/25/2026 8/25/2026

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G		H BALANCE TO FINISH (C - G)	I RETAINAGE
			From Previous Application (D + E)	This Period		TOTAL COMPLETED & STORES TO DATE (D + E + F)	% (G / C)		
	Base Contract Amount	312,700							5%
1	Mobilization	3000	3,000	-		3,000.00	100.000%	-	150
2	Phase 1 Performance and Payment Bond	7800	7,800	-		7,800.00	100.000%	-	390
3	3rd Floor Remove, Catalog, Store Marble Cladding	29,800	29,800	-		29,800.00	100.000%	-	1,490
4	3rd Floor In Place Marble Cutting and re anchoring	3100	3,100	-		3,100.00	100.000%	-	155
5	3rd Floor Strip and Refinish Marble Wall Base	8200	-	8,200.00		8,200.00	100.000%	-	410
6	3rd Floor Deep Clean Marble Wainscot	6,100	-	6,100.00		6,100.00	100.000%	-	305
7	3rd Floor Repair Damage at Marble Wainscot	9,900	-	5,000.00		5,000.00	50.505%	4,900	250
8	3rd Floor Radius Outside Corners	1,900	1,900	-		1,900.00	100.000%	-	95
9	3rd Floor Repair Cement Based Grout	5900	-	2,000.00		2,000.00	33.898%	3,900	100
10	3rd Floor Final Clean & Seal Marble Wainscot	6,600	-	6,600.00		6,600.00	100.000%	-	330
11	1st Floor Remove, Catalog, Store Marble Cladding	38300	-	38,300.00		38,300.00	100.000%	-	1,915
12	1st Floor In Place Marble Cutting and re anchoring	9100	-	7,500.00		7,500.00	82.418%	1,600	375
13	1st Floor Strip and Refinish Marble Wall Base	10100	-	-		-	0.000%	10,100	-
14	1st Floor Deep Clean Marble Cladding	16700	-	-		-	0.000%	16,700	-
15	1st Floor Repair Damage at Marble Cladding	6900	-	-		-	0.000%	6,900	-
16	1st Floor Radius Outside Corners	3200	-	-		-	0.000%	3,200	-
17	1st Floor Repair Cement Based Grout	12700	-	-		-	0.000%	12,700	-
18	1st Floor Final Clean & Seal Marble Wainscot	23800	-	-		-	0.000%	23,800	-
19	1st Floor Hone Exposed Cladding Returns	3500	-	-		-	0.000%	3,500	-
20	Remove, Fab, Install, Granite Cladding at New Door	29800	10,000	6,000.00		16,000.00	53.691%	13,800	800
21	Refinish Terrazzo Floors	73200	-	3,000.00		3,000.00	4.098%	70,200	150
22	1% State Tax	3100	-	-		-	0.000%	3,100	-
23	Deduct for 3rd Floor Marble Disposition	(4,900)	-	(4,900.00)		(4,900.00)		-	(245)
24	Deduct for 1st Floor Marble Label and Store	(5,900)	-	(5,900.00)		(5,900.00)		-	(295)
25		0	-	-		-		-	-
	TOTALS	301,900	55,600	71,900.00	-	127,500.00	42.23%	174,400.00	6,375

B.O.C.C. Regular

3. c.

Meeting Date: 09/22/2026

Title: Establish a Change Drawer for Junk Vehicle

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Establish a Change Drawer for Junk Vehicle for \$60.00.

BACKGROUND:

When someone comes to Junk Vehicle to collect a vehicle, they pay a fee of \$185.00. The standard for this process is to instruct them prior to arrival to bring exact change. However, not everyone does this, and employees have been using their own money to make change.

Junk Vehicle is requesting a change drawer for \$60.00, to be held in \$5 bills, in order to provide change to customers.

RECOMMENDED ACTION:

Approve.

Attachments

Change Drawer request for Junk Vehicle



YELLOWSTONE COUNTY CODE ENFORCEMENT

"PROTECTING QUALITY OF LIFE IN YELLOWSTONE COUNTY"

1200 SHILOH RD
BILLINGS, MONTANA 59106

09/10/2026

Subject: Request for Change Drawer

To: Yellowstone County Finance

I am requesting the establishment of a change drawer for Yellowstone County Junk Vehicle. If approved I would request this drawer contain sixty dollars, issued in five-dollar bills. The funds will be used to provide appropriate change during daily program operations.

This request is being submitted to Public Works Director Monica Plecker for review and approval. ✓

A handwritten signature in blue ink, appearing to read "Monica Plecker", written over a horizontal line.

Thank you for your time and assistance.

Sincerely,

A handwritten signature in black ink, appearing to read "Adam Lauwers", written over a horizontal line.

Adam Lauwers

Junk Vehicle – Code Enforcement Supervisor
Yellowstone County

B.O.C.C. Regular

3. d.

Meeting Date: 09/22/2026

Title: Bond for Lost Warrant

Submitted By: Anna Ullom, Senior Accountant

TOPIC:

Bond for Lost Warrants

BACKGROUND:

Bond for lost warrants returned for lost and stale dated checks.

RECOMMENDED ACTION:

Approve reissue.

Attachments

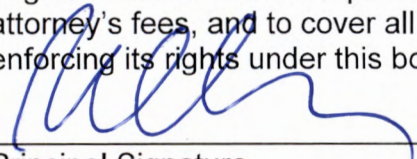
Bonds for Lost Warrants

BOND FOR LOST WARRANT

On November 14, 2024 Yellowstone County issued a warrant numbered 23738 to BRIAN CHOU (Principal) in the amount of \$100.00. The warrant was drawn in payment of BOND REFUND. Principal now attests that the warrant has been lost or destroyed, and it has undertaken a diligent search but has been unable to recover the warrant. Moreover, Principal has not received payment on the claim. Therefore, Principal has requested that Yellowstone County issue a duplicate warrant in the same sum of \$100.00 to replace the lost or destroyed warrant.

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

Further, Principal agrees to bind itself, its heirs, assigns, executors, administrators, successors and assigns, jointly and severally, for twice the amount of the original warrant as required by M.C.A. 7-7-2104 (2), which is \$ 200.00 and may be enforced in the event the Principal cashes both the original warrant and the replacement warrant. In addition, Principal agrees to pay reasonable attorney's fees, and to cover all losses, damages, and other costs incurred by Yellowstone County in enforcing its rights under this bond.

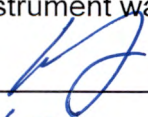

Principal Signature

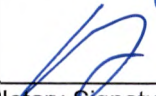
3945 Walden Road
Mailing Address for replacement check

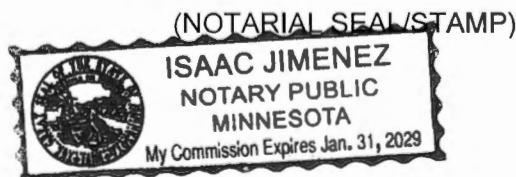
Deephaven MN 55391
City, State Zip

State of MN)
County of Hennepin) : (seal/stamp)

This instrument was acknowledged before me on this 10th day of Sept, 2026.

by  Isaac Jimenez


Notary Signature



APPROVED:

Chair, Board of County Commissioners

Date

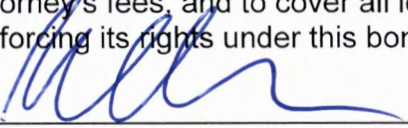
Replaced with warrant # _____, dated _____ (completed by County)

BOND FOR LOST WARRANT

On October 11, 2024 Yellowstone County issued a warrant numbered 102488 to BRIAN CHOU (Principal) in the amount of \$450.00. The warrant was drawn in payment of DC CITEPAY REFUND. 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 \$450.00 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 \$ 900.00 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

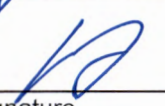
3945 Walden Road
Mailing Address for replacement check

Deephaven MN 55391
City, State Zip

State of MN)
County of Hennepin) : (seal/stamp)

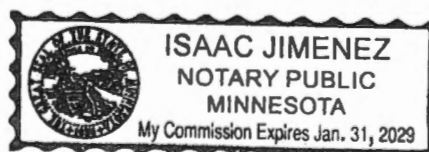
This instrument was acknowledged before me on this 10th day of Sept, 2026,

by Isaac Jimenez


Notary Signature

(NOTARIAL SEAL/STAMP)

APPROVED:



Chair, Board of County Commissioners

Date

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

BOND FOR LOST WARRANT

On July 7, 2026 Yellowstone County issued a warrant numbered 871744 to UNUM LIFE INSURANCE COMPANY OF AMERICA (Principal) in the amount of \$23,299.23. The warrant was drawn in payment of PAYROLL COSTS FOR 6/16-6/30/26. 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 \$23,299.23 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 \$46,598.46 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.

Baylee Brown
Principal Signature

PO BOX 406927
Mailing Address for replacement check

ATLANTA, GA 30384-6927
City, State Zip

State of TENNESSEE)
County of HAMILTON) : (seal/stamp)

This instrument was acknowledged before me on this 4TH day of SEPTEMBER, 2026,
by Baylee Brown, Treasury Analyst

Jennifer Johnston
Notary Signature

(NOTARIAL SEAL/STAMP)



APPROVED:

Chair, Board of County Commissioners

Date

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

BOND FOR LOST WARRANT

On July 22, 2026 Yellowstone County issued a warrant numbered 871879 to UNUM LIFE INSURANCE COMPANY OF AMERICA (Principal) in the amount of \$23,253.56. The warrant was drawn in payment of PAYROLL COSTS FOR 7/1-7/15/26. 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 \$23,253.56 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 \$46,507.12 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.

Baylee Brown

Principal Signature

PO BOX 406927

Mailing Address for replacement check

ATLANTA, GA 30384-6927

City, State Zip

State of TENNESSEE)

County of HAMILTON)

: (seal/stamp)

This instrument was acknowledged before me on this 4TH day of SEPTEMBER, 2026,

by Baylee Brown, Treasury Analyst

Jennifer Johnston
Notary Signature

(NOTARIAL SEAL/STAMP)



APPROVED:

Chair, Board of County Commissioners

Date

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

B.O.C.C. Regular

3. e.

Meeting Date: 09/22/2026

Title: Finance - Request to Expend - New Cell Phone for Purchasing Agent

Submitted By: Jared Gavin

TOPIC:

Finance - Request to Expend - New Cell Phone for Purchasing Agent

BACKGROUND:

The Finance Department is requesting the Commissioners' approval for a cell phone for the Purchasing Agent. All cell phones with contractual obligations must be approved by the Commissioners. The phone has no cost and the monthly line fees are approximately \$39.99 per month with a two-year agreement. New cell phone for the purchasing agent in Finance is for communication with contractors, vendors, and county staff while out of the office for onsite meetings and walkthroughs at various project sites. (Kessler's old phone dead)

RECOMMENDED ACTION:

Approve the request and return a copy to Finance.

Attachments

Request to Expend Purchasing Agent Cell Phone



Yellowstone County

Request to Expend

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

Item(s) Requested: iPhone 17e Cell Phone

Cost: \$0.00

Other Costs: \$39.99 per month for unlimited voice and data plan (2 year)

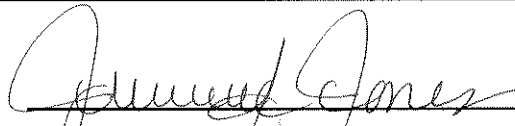
Less Trade-in / Discount _____

Net Cost of Request \$300.00 for 2 year contract

Explanation of Purchase New Cell Phone for Purchasing Agent in Finance for communication with contractors, vendors, and county staff while out of the office for onsite meetings and walkthroughs at various project sites. (Kessler's old phone dead)

Finance

Department


Elected Official or Department Manager

Budget Information

COMMISSIONER ACTION

Account Numbers: 1000.000.111.410510.345 Approved: YES, ☐ No ☐

Budget Balance: \$806.09 Tabled: _____

Is this a budgeted item? No ☐ Date: _____

Finance Note: _____

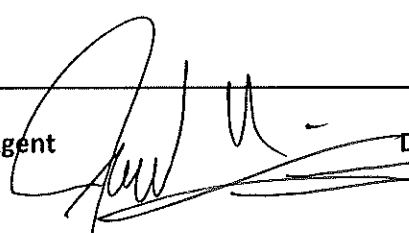
Votes: YES NO

Space available from other accounts ji

Chairperson _____

Member _____

Member _____

Purchasing Agent 

Date 9/17/20

B.O.C.C. Regular

4. a.

Meeting Date: 09/22/2026

Title: Professional Services Agreement - Great West Engineering

Submitted By: Monica Plecker, Public Works Director

TOPIC:

Professional Services Agreement - Great West Engineering

BACKGROUND:

Yellowstone County Public Works solicited RFP's to shortlist qualified consultants for various public works tasks. Great West Engineering was selected as part of that short list which was approved by the Board of County Commissioners in May of 2026 at a regular board meeting. As such, the Agreement for Professional Services is attached. The purpose of the agreement is to act as an on-call engineer. FY 27 rates have been included. Specific work will require the creation of a task order. This agreement does not have an associated task order at this time.

RECOMMENDED ACTION:

Approve.

Attachments

Agreement



AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into by and between Yellowstone County, of 2825 3rd Ave N., Billings, MT 59101, herein referred to as "Client" and Great West Engineering, Inc. of 250 Helen P Clarke Street, Helena, Montana 59601, herein referred to as "Consultant".

The above named Consultant and the Client mutually agree as follows:

1. **Scope of Work:** Client desires Consultant to provide professional engineering and related services for various designated and undesignated public works projects within the Client's jurisdictional area. Client further desires Consultant to act as an "on-call" City Engineer, to engage in general engineering, planning, and/or grant writing/administration services related to the Client's infrastructure, in particular those activities associated with but not limited to the Client's roads, bridges, and stormwater systems. Services may include but are not limited to project development planning, surveying, preliminary engineering, final design, construction management, inspection work, grant writing and/or grant administration and other technical and project development services that the Client may request on an as-needed basis ("Services"). Consultant shall perform the Services for the Client by specific Task Orders, which shall be in substantially the same form as attached Exhibit "A" and which must be signed by both parties before becoming Consultant's responsibility.
2. **Effective Date and Time of Performance:** This Agreement takes effect upon its execution by both parties hereto and will terminate on June 30, 2027 (end of FY 27). Upon mutual written agreement by both parties, the Agreement may be extended for up to three (3) one (1) year terms.
3. **Services and Materials:** The Consultant shall provide and furnish all services, materials, supplies, transportation, equipment, and supervision necessary to perform the scope of Services outlined and described for each Task Order in Exhibit "A" on a lump sum or time and material basis according to the hourly rates specified in Exhibit "B". Both exhibits are attached hereto and made a part of this Agreement. The Consultant shall not commence work on any Task Order until a signed letter or e-mail of Notice to Proceed is provided by the Client for such task. Consultant hereby certifies that Consultant has obtained all necessary professional licenses or certificates as specified or required by Montana law to perform the scope of Services for Client as specified in this Agreement. If Client requests Services outside Consultant's certification and/or licensure, Consultant will promptly inform Client.
4. **Compensation and Method of Payment:** The Client will pay the Consultant within forty-five (45) days of receipt of an invoice or statement for Services performed. Any invoice not paid within forty-five (45) days after the date of the invoice shall bear interest at the maximum allowable rate permitted by law.

Time and material invoices are based on the hourly rates set forth in Consultant's prevailing *Schedule of Billing Rates*, attached hereto as Exhibit B, which may be amended from time to time, plus expenses. Lump sum tasks will be invoiced on a percentage based on work completed to date. The Consultant may alter the distribution of compensation between individual Task Order phases to be consistent with service actually rendered. Services performed and costs expended by the Consultant for each Task Order shall not exceed the maximum amount authorized for the specific Task Order without additional express written authorization from the Client, unless an emergency requires the expenditure before such authorization can reasonably be obtained.

Expenses shall include out-of-pocket costs for technical, professional and clerical services; transportation; meals and lodging; laboratory tests and analyses; subcontractors; telephone; printing; copying; and binding. Expenses are billed at the actual invoice amount, and Client shall pay all governmental fees, permits and charges.

Consultant may stop work on the project and withhold delivery of all Services until Client's obligations then due and owing to Consultant are paid in full.

5. **Liaison:** Monica Plecker, Public Works Director, Yellowstone County, is the Client's liaison with the Consultant. Brandon Duffey, Regional Team Manager, Great West Engineering, Inc., is the Consultant's liaison with the Client.
6. **Independent Contractor:** It is understood by the parties hereto that the Consultant is an independent contractor as that term is defined by Montana statute and current case law and as such is not an employee of the Client for purposes of federal or state taxes, social security (FICA) withholding, retirement plans or systems, worker's compensation, or any other obligation which an employer has a duty to perform on behalf of an employee under applicable federal, state, or local statutes, rules or regulations.

Consultant is and shall perform this Agreement as an independent contractor, and, as such, is responsible to the Client only as to the results to be obtained for the Services herein specified, and to the extent that the Services shall be performed in accordance with the terms of this Agreement. Consultant shall have and maintain complete control over all of its employees, being responsible for any required payroll deductions and benefits, such as, but not limited to, worker's compensation within statutory limits and unemployment insurance.

7. **Insurance:** Insurance shall be maintained by the Consultant. Prior to initiating Services on this project, Consultant shall provide the Client with a Certificate of Insurance or other documentary evidence that the attached (Exhibit C) insurance requirements will be met for the duration of this Agreement. Consultant shall provide proof of insurance to Client annually during the life of this Agreement and all extensions to it.
8. **Access to Records/Use of Documents:** The Consultant agrees to maintain reasonable records of its Services along with all records of performance and compliance with the terms of this Agreement and to allow access to these records by the Client, upon the Client's reasonable request for the same. Consultant retains ownership of all documents and work product under this Agreement, and the Client may only use such documents and work product in connection with the project. If requested, Consultant shall submit electronic copies of drawings or other information ("Electronic Files") to the Client. Consultant will remove its name, logo, and professional seals from the Electronic Files. Consultant will add a disclaimer to the Electronic Files that states, "This information shall not be altered or changed in any way, or adapted for any other purpose without Consultant's prior review and written approval. The Client and its recipients assume all risks associated with any alteration, change or adaptation of the Electronic Files, and Consultant shall not be liable for direct, indirect, incidental, or consequential damages relating to any alteration, change or adaptation."
9. **Confidentiality and Conflicts of Interest:** The Consultant agrees to hold in strict confidence any proprietary or other data, findings, results, or recommendations deemed to be confidential by the Client and treated as confidential by the Client and which have been obtained or developed by the Consultant in connection with the Services under this Agreement, unless disclosure is required by law, subpoena, or court order. Consultant warrants and agrees that Consultant does not and will not have any conflicts of interest regarding the performance of Services hereunder.
10. **Nondiscrimination:** The Consultant will not discriminate against any employee or applicant for employment relating to services to be provided hereunder on the basis of race, color,

religion, creed, political ideas, sex, age, marital status, physical or mental handicap or national origin. All hiring associated with this project shall be on the basis of merit and qualifications related to the requirements of the particular position being filled.

11. **Subconsultants:** With the Client's approval, Consultant may retain subconsultants to perform Services.
12. **Extra work:** If the Client desires work to be performed beyond the Services described in this Agreement, the Client must authorize Extra Work by signing a written amendment. The obligation to perform the Extra Work becomes Consultant's obligation when Consultant signs the amendment.
13. **Modification and Assignability of Contract:** This Agreement may not be enlarged, modified or altered except upon written agreement signed by the parties hereto. The Consultant may not assign any rights or duties arising hereunder without the prior written consent of the Client.
14. **Termination:** Either party may, without cause and without prejudice to any other right or remedy, terminate this Agreement thirty (30) days after delivery of a written notice of termination to either party sent via certified mail to the proper address at the top of the first page of this Agreement. In the event of termination, Consultant will be paid the agreed fees for Services performed up to the date of termination and for materials which cannot be returned.
15. **Construction and Venue:** This Agreement is to be performed in the State of Montana and is made and entered into under the laws of the State of Montana and shall, in all respects, be interpreted, enforced, and governed under the internal laws (and not the conflicts of laws rules) of the State of Montana. In the event legal proceedings are commenced with regard to, arising out of or related to any provision of this Agreement, Client and Consultant agree that venue shall be in the judicial district that encompasses Yellowstone County, within the State of Montana.
16. **Compliance with State, Federal, and Local Laws:** The Consultant shall observe and comply with federal, state, and local laws, ordinances and regulations applicable to the Services to be performed hereunder. Without limiting the generality of the foregoing, Consultant agrees to fully comply with the Occupational Safety and Health Act of 1970, all regulations issued thereunder, and applicable state laws and regulations enacted and adopted pursuant thereto. The Consultant shall take applicable and reasonably necessary precautions in performing the Services hereunder to prevent injury to persons or damage to property.
17. **Standard of Care:** Services provided by Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the Consultant's profession practicing contemporaneously under similar conditions in the locality of the project. Consultant makes no express or implied warranties.
18. **Client's Review of Submissions:** Client shall reasonably examine and respond to Consultant's submissions; and Client is obligated to give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Consultant's Services.
19. **Indemnifications:** Consultant and Client shall indemnify and hold each other harmless from and against all claims, liabilities, actions, damages and expenses made by third parties related to or arising out of their respective intentional malfeasance or negligent performances in connection with the Project. Client acknowledges that Consultant is not responsible for construction means or methods and is not responsible for job site safety.

20. **Allocation of Risk:** To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for the Client's damages to the sum of \$50,000 or the Consultant's fee, whichever is greater. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Client waives all other damages against Consultant.
21. **Alternative Dispute Resolution:** Unresolved disputes, controversies and claims relating to performance of services shall be initially referred to mediation, prior to initiating any other adjudicatory option.
22. **Entire Agreement:** This Agreement contains the entire agreement between the parties, and no statements, promises or inducements made by either party, or agents of either party, which are not contained in this written Agreement shall be or become a part of the Agreement. This Agreement constitutes the complete and final understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 22nd day of September 2026.

GREAT WEST ENGINEERING, INC.

By: _____
Brandon Duffey, PE

Title: Regional Team Manager

YELLOWSTONE COUNTY

By: _____

Title: County Commission Chair



EXHIBIT "A"
SPECIFIC TASK ORDERS

Date

Yellowstone County
2825 3rd Ave N.
Billings, MT 59101
Attn: Commissioners

Re: Task Order No. ____ – Brief Description
Project Name
Great West Engineering Project No. 2-26102

Dear Commissioners:

This letter constitutes *Task Order No. ____* to our *Agreement for Professional Services* dated July __, 2026 for the above-referenced Project. Great West's scope of services, schedule of fees, and schedule for completion of these services ("Services") are as follows:

See Attachment 1 - Scope of Services OR Insert scope here

As compensation for these Services, Client shall pay Great West [a lump sum amount of \$____ or [at hourly rates according to the Schedule of Billing Rates, plus expenses, for an estimated total amount of \$____ as determined by the *Consultant Agreement*. This amount cannot be exceeded without Client's prior written approval.

Please have an authorized representative sign both originals of this letter and return one executed original to Great West at the following address:

Great West Engineering, Inc.
250 Helen P Clarke Street
Helena, MT 59601

Acknowledgment. This *Task Order No. ____* is agreed to by the parties, is effective as of the date of this letter, and becomes a part of the *Agreement for Professional Services* between the parties, which is dated July __, 2026.

GREAT WEST ENGINEERING, INC.

YELLOWSTONE COUNTY

Brandon Duffey, PE

Authorized Name, Title

Regional Team Manager

Date



**EXHIBIT B
2026 SCHEDULE OF BILLING RATES**

	<u>Hourly Rate</u>
Clerical Support	\$88
Project Assistant	104
Project Coordinator	120
Project Specialist	150
Project Administrator.....	158
Certified Grant Writer 1	165
Certified Grant Writer 2	191
Environmental Scientist	167
GIS Specialist	139
Resident Project Representative 1	165
Resident Project Representative 2	180
Designer.....	151
Senior Designer	172
Planner I.....	146
Planner II.....	158
Planner III.....	178
Senior Planner	189
Senior Hydrogeologist.....	212
Assistant Project Manager	150
Engineering Tech.....	104
Engineer 1.....	154
Engineer 2.....	166
Engineer 3.....	177
Engineer 4.....	187-202
Engineer 5.....	214-226
Engineer 6.....	232-239

Reimbursable Expenses include but are not limited to:

Auto Mileage	\$.85/mile
Outside Consultants, Fees, Shipping, Supplies, Travel & Per Diem	1.10xcost

*These rates are subject to periodic adjustment.

EXHIBIT C – Insurance

Insurance

A. The limits of liability for the insurance are as follows:

1. By Engineer:

- | | | |
|----|---|-------------|
| a. | Workers' Compensation: | Statutory |
| b. | Employer's Liability -- | |
| 1) | Bodily injury, each accident: | \$1,000,000 |
| 2) | Bodily injury by disease, each employee: | \$1,000,000 |
| 3) | Bodily injury/disease, aggregate: | \$1,000,000 |
| c. | General Liability -- | |
| 1) | Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |
| 2) | General Aggregate: | \$2,000,000 |
| d. | Excess or Umbrella Liability -- | |
| 1) | Per Occurrence: | \$1,000,000 |
| 2) | General Aggregate: | \$1,000,000 |
| e. | Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage): | |
| | | \$1,000,000 |
| f. | Professional Liability -- | |
| 1) | Each Claim Made | \$3,000,000 |
| 2) | Annual Aggregate | \$3,000,000 |
| g. | Other (specify): | \$ N/A |

B.O.C.C. Regular

4. b.

Meeting Date: 09/22/2026

Title: Change Order #2, Central Avenue & 48th Street West - Knife River

Submitted For: Monica Plecker, Public Works Director

Submitted By: Jay Anderson, Deputy Public Works Director

TOPIC:

Public Works, Central Avenue & 48th Street West - Change Order #2 with Knife River

BACKGROUND:

Public Works is requesting Commissioners' approval for a change order for the Central Avenue and 48th Street West Intersection Improvements contract with Knife River - Billings. CO#2 provides for additional traffic control during closure in response to extended utility relocation work, ditch erosion control measures, and conduit overrun for signal communications lines. The total price for Change Order #1 is \$13,244.50, and extends the total contract value from \$1,038,594.00 as amended by change order 1, to \$1,051,838.50. The awarded contract amount was \$1,022,085.00. The combined total for CO#1 and CO#2 is \$29,753.50. Adequate budget is available in the Public Works CIP fund as the original bid price came in under budgeted amount.

RECOMMENDED ACTION:

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

Attachments

Work Change Order 2_091726_Knife River

WORK CHANGE DIRECTIVE NO.

Date of Issuance: _____ Effective Date: _____

Project: _____

Owner: _____ Contact Info.: _____

Contract: _____ Date of Contract: _____

Contractor: _____ Eng. Project No.: _____

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

Item Number	Description

Attachments:

PURPOSE FOR WORK CHANGE DIRECTIVE:

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

Non-agreement on pricing of proposed change.

Necessity to expedite Work described herein prior to agreeing to changes on
Contract Price and Contract Time.

ESTIMATED CHANGE IN CONTRACT PRICE AND CONTRACT TIMES:

Contract Price _____ Increase Decrease

Contract Time _____ Increase Decrease

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

Recommended for Approval by Engineer: _____ Date: _____

Authorized for Owner By: _____ Date: _____

Accepted for Contractor By: _____ Date: _____

Approved by Funding Agency: _____ Date: _____

B.O.C.C. Regular**Meeting Date:** 09/22/2026**Title:** Corrected FY27 School Mills**Submitted For:** Hank Peters**Submitted By:** Hank Peters

TOPIC:

Corrected FY27 School Mills

BACKGROUND:

FY27 is the first year the countywide BASE levies are assessed. These levies are to pay the BASE portion of the general fund budget for the school districts. A rounding issue was discovered on the High School BASE levy that was on the September 15th agenda. Not correcting the issue would have resulted in the school districts being shorted by almost \$8,000.00. The correction has increased the mills by 0.02, from 11.38 to 11.40. A separate rounding issue was discovered on the Laurel High School Tuition protest permissive levy. The correction has increased the high school tuition levy mills by 0.01, from 0.00 to 0.01.

The attached PDF has the corrected levies and includes the Laurel elementary and high school protest permissive levies in the Laurel totals for transparency.

RECOMMENDED ACTION:

Approve

AttachmentsFY 27 Corrected School Mills

YELLOWSTONE COUNTY LEVY DISTRIBUTION
2026-2027 (FY27)

HS Base & LRL HS Tuition Corrected 9-17-26 HP

ELEMENTARY												
	101	110	111	113	117	128	129	150	161			
	OVER-BASE	TRANSPOR-	BUS DEP-		ADULT	TECH-		DEBT	BUILDING	ELEM	HS	GRAND
DISTRICT	GENERAL	RTATION	RECIATION	TUITION	EDUCATION	NOLOGY	FLEX	SERVICE	RESERVE	TOTAL	TOTAL	TOTAL
2 - Billings - Elem	62.19	21.91	-	30.24	2.45	4.46	-	28.11	1.29	150.65	50.98	201.63
3 - Blue Creek	43.89	7.11	-	21.13	3.69	-	-	0.21	2.00	78.03	50.98	129.01
4 - Canyon Creek	33.13	29.38	-	6.24	-	-	-	-	1.52	70.27	50.98	121.25
7-70 - Laurel - Elem	23.85	10.82	4.16	12.37	1.01	0.67	-	80.07	1.47	139.37	32.63	172.00
7D - Laurel - Elem	23.85	10.82	4.16	12.37	1.01	0.67	-	80.07	1.47	139.37	32.63	172.00
8 - Elder Grove	1.70	23.35	-	14.01	0.34	-	-	72.06	2.34	113.80	50.98	164.78
17 - Morin	9.18	2.65	-	7.20	-	-	-	-	-	19.03	50.98	70.01
23 - Elysian	16.65	3.41	0.27	2.71	0.63	0.27	-	30.49	4.74	59.17	50.98	110.15
37- Shepherd Elem	20.54	27.05	26.39	21.05	-	5.98	-	52.86	3.16	157.03	115.66	272.69
41 - Pioneer	26.51	16.01	7.33	71.63	1.35	2.70	-	-	3.77	129.30	115.66	244.96
52 - Independent	23.56	12.57	-	28.88	-	-	-	29.06	2.48	96.55	50.98	147.53
58 - Ystone Academy	-	-	-	-	-	-	-	-	-	-	50.98	50.98
	950	959	961	951		952		953	954	TOTAL		
Laurel Protest Permissive Refund	1.64	0.21	0.10	0.24		0.02		2.67	0.07	4.95		

*totals include protest levies
*totals include protest levies

HIGH SCHOOL												
	201	210	211	213	217	228	229	250	261		Blgs HS	
	OVER-BASE	TRANSPOR-	BUS DEP-		ADULT	TECH-		DEBT	BUILDING	HS	Debt	Total
DISTRICT	GENERAL	RTATION	RECIATION	TUITION	EDUCATION	NOLOGY	FLEX	SERVICE	RESERVE	TOTAL	Service	Levy
2 - Billings H.S.	23.75	7.97	-	8.19	5.45	3.17	-	1.75	0.70	50.98		
7 - Laurel H.S.	13.97	6.20	2.08	2.54	1.03	0.34	-	4.30	0.75	32.63		
15 (K-12) - Custer	113.23	70.38	29.38	30.37	1.00	-	-	87.72	7.55	339.63		
21J (K-12) - Broadview	35.96	12.67	6.38	6.68	-	-	-	-	2.14	63.83		
24 (K-12) - Huntley	39.08	47.71	41.72	22.40	2.03	4.00	-	-	2.71	159.65		
26 (K-12) Lockwood	45.76	35.08	-	19.97	0.40	2.63	-	136.36	2.84	243.04	1.75	244.79
37 - Shepherd H.S.	34.95	25.56	20.01	11.17	1.50	3.13	-	18.06	1.28	115.66		

*Note - Lockwood Debt Serv includes 1.75 Mills for Billings HS Bond still owing by Lockwood taxpayers

	955	960		962	956		963		957	958	TOTAL	
Laurel Protest Permissive Refund	0.96	0.04		0.05	0.01		0.01		0.31	0.04	1.42	

COUNTY & STATE LEVIES

ELEMENTARY:				MILLS	HIGH SCHOOL:				MILLS
STATE ELEM. EQUALIZATION AID				33.00	STATE H. S. EQUALIZATION AID				22.00
COUNTY RETIREMENT				14.33	COUNTY RETIREMENT				7.72
COUNTY BASE				20.35	COUNTY BASE				11.40
TOTAL ELEMENTARY				67.68	TOTAL HIGH SCHOOL				41.12
COUNTY TRANSPORTATION				1.95	STATE UNIVERSITY				6.00
STATE VO-TECH				1.50	STATE EQUALIZATION				40.00

TOTAL COUNTY LEVIES 55.75
TOTAL STATE LEVIES 102.50

Hank Peters

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: PARS

Submitted By: Teri Reitz, Board Clerk

TOPIC:

PERSONNEL ACTION REPORTS - Detention Facility - 2 Appointments, 1 Salary & Other, 1 Termination; **DES** - 1 Termination; **Human Resources** - 2 Salary & Other; **Public Works** - 1 Salary & Other; **Youth Services Center** - 1 Appointment, 1 Termination; **County Attorney** - 1 Appointment, 1 Termination; **Weed Department** - 1 Appointment; **MetraPark** - 1 Appointment, 1 Salary & Other, 1 Termination

BACKGROUND:

See attched.

RECOMMENDED ACTION:

Approve.

Attachments

PARS



Yellowstone County Commissioners
RECEIVED

SEP 11 2026

Hire/Personnel Action Form

Employee Information

Employee
Dennessa Starkey

Hire Information

Position Details	Hire Req#	Job Type
Victim Witness Coordinator (F) (3060)	202600457	Full-Time Regular
Person ID	Job Class	Pay Rate
19546785	Victim Witness Coordinator (F)	\$24.58
Department	Job Class#	HireDate
County Attorney's Office	3060	9/16/26
Division		
N/A		

Comments

2301.122.41100.11 - 100% - Tom Malone

Approvals

HUMAN RESOURCES	Kevin Gillen	9/11/26 10:08 AM
FINANCE	JENNIFER JONES	9/11/26 10:15 AM

Commissioners Action
Approve Disapprove

Chair	<u>MM</u>	_____
Member	<u>MSJW</u>	_____
Member	<u>QD</u>	_____



Yellowstone County Commissioners
RECEIVED

SEP 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Alyssa Brown

Hire Information

Position Details	Hire Req#	Job Type
Metra Food Service Assistant (C/D) (6072)	202600444	Full-Time Regular
Person ID	Job Class	Pay Rate
68752834	Metra Food Service Assistant (C/D)	\$22.00
Department	Job Class#	HireDate
MetraPark	6072	9/16/26
Division		
MetraPark Concessions		

Comments

5810.553.460442.111 Replacing Samantha Johnson

Approvals

HUMAN RESOURCES	Kevin Gillen	9/9/26 10:14 AM
FINANCE	JENNIFER JONES	9/9/26 10:40 AM
COMMISSIONERS	ERIKA GUY	9/9/26 10:53 AM

Commissioners Action
Approve Disapprove

Chair

HY

Member

MDW

Member

[Signature]



Yellowstone County Commissioners
RECEIVED

SEP 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Tristen Bland

Hire Information

Position Details	Hire Req#	Job Type
Weed Foreperson (E) (4068)	202600463	Full-Time Regular
Person ID	Job Class	Pay Rate
68079857	Weed Foreperson (E)	\$27.14
Department	Job Class#	HireDate
Public Works	4068	9/28/26
Division		
Noxious Weed		

Approvals

HUMAN RESOURCES	Kevin Gillen	9/10/26 8:46 AM
FINANCE	JENNIFER JONES	9/10/26 8:48 AM
COMMISSIONERS	ERIKA GUY	9/10/26 10:32 AM

Commissioners Action
Approve Disapprove

Chair

KJ

Member

MTW

Member

[Signature]



Yellowstone County Commissioners
RECEIVED

SEP 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Isaac Richardson

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D)	202600393	Full-Time Regular
(5090)		
Person ID	Job Class	Pay Rate
60370999	Detention Officer (D)	\$30.00
Department	Job Class#	HireDate
Sheriff's Office	5090	9/21/26
Division		
Detention Facility		

Comments

Funding: 2300.136.420200.111 @ 100%
replaces: Ortman

Approvals

HUMAN RESOURCES	Kevin Gillen	9/14/26 2:48 PM
FINANCE	JENNIFER JONES	9/14/26 2:51 PM

Commissioners Action
Approve Disapprove

Chair	<u>Mid</u>	_____
Member	<u>MEM</u>	_____
Member	<u>QR</u>	_____



Yellowstone County Commissioners
RECEIVED

SEP 14 2026

Hire/Personnel Action Form

Employee Information

Employee
Sam Edmisten

Hire Information

Position Details	Hire Req#	Job Type
Juvenile Care Worker (F) (5115)	202600448	Full-Time Regular
Person ID 68739210	Job Class Juvenile Care Worker (F)	Pay Rate \$25.44
Department Youth Service Center	Job Class# 5115	HireDate 9/24/26

Division
N/A

Comments

Sam will be replacing Chris Silveira as JCW and as of now won't be starting overnights.
2399.235.420250.111 100%

Approvals

HUMAN RESOURCES	Kevin Gillen	9/14/26 2:48 PM
FINANCE	JENNIFER JONES	9/14/26 2:51 PM

Commissioners Action
Approve Disapprove

Chair	<u>MY</u>	_____
Member	<u>MDW</u>	_____
Member	<u>DR</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 14 2026

Section 1

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

Name: Anna Sullivan Effective Date: Oct 2, 2026
Current Title: Senior Deputy County Clerk Gr. V Salary \$ 49,631/hour
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Funding 2301-122-411100 - 111 Percent _____ New Account _____
Percent _____ Split Account _____
ASR 9/3/2026
Elected Official/Department Head _____ Date _____

Section 2

Human Resources:

Note: _____
Ann Sullivan 9-11-26
Director _____ Date _____

H.R. Comments: _____

Finance:

Note: _____
Ann Sullivan 9-14-26
Director _____ Date _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MS
Member MS
Member MS

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 11 2026

Section 1

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

Name: Trasee Field Effective Date: Sept. 1, 2026
Current Title: SENIOR SECRETARY Gr. D Salary \$ 21.23
Title Change: _____ Gr. D Salary \$ 22.29 (5% Add'l¹)
Duties

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____ Rehire: _____
Temp Full Time: _____ Termination: _____
Temp Part Time: _____ Promotion: _____
Seasonal Hire: _____ Transfer: _____
Replaces position _____ Demotion: _____
Name _____
New Budgeted Position _____
Other: Additional DES/ X
Rural Fire Duties

Funding: 1000 - 124 - 420600 - 111 Percent 5% New Account _____
Percent _____ Split Account _____

WMM 8/24/26
Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: _____
Trasee Field 9-11-26 9-11-26
Director _____ Director _____ Date _____

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

_____ Chair WMM _____
_____ Member WMM _____
_____ Member WMM _____

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 11 2026

Section 1

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

Name: Charri Victory Effective Date: 9/1/26
Current Title: Payroll Admin. Gr. F Salary \$ 33.63
Title Change: _____ Gr. G Salary \$ 76.939.20

Check as Applicable:

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

Funding: 1000 - 144 - 410800 - 111 Percent 100 New Account _____
Percent _____ Split Account _____

Ken Allen

9-11-26

Elected Official/Department Head _____ Date _____

Section 2

Human Resources:

Finance:

Note: _____
Ken Allen 9-11-26
Director Date

Note: _____
Jud Jones 9-11-26
Director Date

H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

1 Step grade increase is

Comments with additional
duties, responsibilities - long overdue

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

Chair HA _____
Member MAN _____
Member CD _____

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Oct 12 2026

Section 1

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

Name: Amy Mills Effective Date: 9/1/26
 Current Title: Payroll Admin. Gr. F Salary \$ 28.69
 Title Change: _____ Gr. G Salary \$ 45,644.80

Check as Applicable:

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

Funding: 1000 - 144 - 410800 - 111 Percent 100 New Account _____
 Percent _____ Split Account _____

Ken Allen

9-11-26

Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____

Finance: _____

Note: _____

Note: _____

Ken Allen 9-11-26
 Director Date

Paul Jones 9-11-26
 Director Date

H.R. Comments: _____

Commissioner's Action
 Approve _____ Disapprove _____

Step grade increase 15

COMMENSURATE WITH ADDITIONAL
 DUTIES, RESPONSIBILITY - LONG OVERDUE

Date entered in payroll _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - pink _____

Department - goldenrod _____

Chair AK

Member MAW

Member AK

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 14 2026

Section 1

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

Name: Billie Chase Effective Date: 9-1-26

Current Title: Facilities Dir - metroPark Gr. I Salary \$ 82,412.26

Title Change: _____ Gr. _____ Salary \$ 90,658.99 + 10% additional
duties

Check as Applicable:

Regular Full Time: ☒ New Hire: _____

Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: _____

Temp Part Time: _____

Seasonal Hire: _____ Promotion: _____

Replaces position _____ Transfer: _____

New Budgeted Position _____ Demotion: _____

Other: Additional duties ☒ Reclassification: _____

Funding: 5819 SSA 460442 - 111 Percent 100 New Account _____

2026 Percent _____ Split Account _____

Elected Official/Department Head _____ Date 9/8/26

Section 2

Human Resources:

Finance:

Note:

Ken Miller 9-11-26
Director Date

Note: Ken Jones 9.14.26
Director Date

H.R. Comments:

Commissioner's Action
Approve _____ Disapprove _____

Chair MM _____

Member MM _____

Member MM _____

Date entered in payroll _____

Clerk & Recorder - original _____

Human Resources - canary _____

Auditor - pink _____

Department - goldenrod _____



Yellowstone County Commissioners
RECEIVED

SEP 16 2026

Hire/Personnel Action Form

Employee Information

Employee
Mathew Combs

Hire Information

Position Details	Hire Req#	Job Type
Detention Officer (D) (5090)	202600461	Full-Time Regular
Person ID 64479055	Job Class Detention Officer (D)	Pay Rate \$30.00
Department Sheriff's Office	Job Class# 5090	HireDate 9/16/26
Division Detention Facility		

Comments

Funding: 2300.136.3420200.111 @100 %
replaces: Hamilton
transfer from Sheriff Deputy

Approvals

HUMAN RESOURCES	Kevin Gillen	9/16/26 1:27 PM
FINANCE	JENNIFER JONES	9/16/26 1:27 PM

Commissioners Action
Approve Disapprove

Chair	<u>44</u>	_____
Member	<u>MSW</u>	_____
Member	<u>[Signature]</u>	_____

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 1 2026

Section 1

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

Name: Levi Nwaberg Effective Date: 9-4-26
Current Title: Metron Event Maint. Gr. D12 Salary \$ \$125.00 per hr
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

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

Funding: 5810 - 584 - 4604412 - 111 Percent 100 New Account _____
Percent _____ Split Account _____
Seal 9/14/2026
Elected Official/Department Head _____ Date _____

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Allen 9-16-26 J. Jones 9-16-26
Director _____ Director _____
Date _____ Date _____

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

Chair WJ
Member MDW
Member JD

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

SEP 16 2026

YELLOWSTONE COUNTY PERSONNEL ACTION REPORT

Section 1

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

Name: Victoria Otis Effective Date: 9/14/26
 Current Title: Gen Gr. 7 Salary \$ 25.44
 Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: 8 New Hire: _____
 Regular Part Time: _____ Rehire: _____

Temp Full Time: _____ Termination: 4
 Temp Part Time: _____ Promotion: _____

Seasonal Hire: _____ Transfer: _____

Replaces position _____ Demotion: _____

Name _____
 New Budgeted Position _____

Other: probation leave Reclassification: _____

Funding: 2392-235 - 420250 - 111 Percent 100% New Account _____
 _____ - _____ - _____ Percent _____ Split Account _____

A. B. A.
 Elected Official/Department Head _____ Date 9-14-26

Section 2

Human Resources: _____ Finance: _____

Note: _____
Ken Sola 9-16-26
 Director Date

H.R. Comments: _____

Note: _____
Paul Jones 9.16.26
 Director Date

Commissioner's Action
 Approve _____ Disapprove _____

Chair WJ _____
 Member MTN _____
 Member R _____

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

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

SEP 1 2026

Section 1

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

Name: ANNAMARIE FOWLER Effective Date: 9/15/26
Current Title: DES COORDINATOR Gr. G Salary \$ 32.30/HR
Title Change: _____ Gr. _____ Salary \$ _____

Check as Applicable:

Regular Full Time: _____ New Hire: _____
Regular Part Time: _____

Temp Full Time: _____
Temp Part Time: _____ Termination: ☒

Seasonal Hire: _____ Promotion: _____

Replaces position _____
Name _____ Transfer: _____

New Budgeted Position _____ Demotion: _____

Other: _____ Reclassification: _____

Funding: 1000 - 124 - 420600 - 111 Percent 100% New Account _____
Percent _____ Split Account _____

Dunkley 9/14/26
Elected Official/Department Head _____ Date _____

Section 2

Human Resources:

Finance:

Note: Ken Siler 9-16-26
Director _____ Date _____

Note: Jul Jones 9.16.26
Director _____ Date _____

H.R. Comments: _____

Commissioner's Action
Approve _____ Disapprove _____

Chair MY _____
Member MAW _____
Member [Signature] _____

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

SEP 16 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Mallory Parker Effective Date: 10/01/2026
Current Title: Booking Clerk Gr. Salary \$ 24.24
Title Change: Booking Clerk/ FTO Gr. Salary \$ 24.96

Check as Applicable:

Regular Full Time: XX New Hire:
Regular Part Time: Rehire:
Temp Full Time: Termination:
Temp Part Time:
Seasonal Hire: Promotion:
Replaces position Transfer:
Name
New Budgeted Position Demotion:
Other: add FTO pay XX Reclassification:
Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account
Donna 09/14/2026
Elected Official/Department Head Date

Section 2

Human Resources:

Finance:

Note: Kenley 9-16-26
Director Date

H.R. Comments:

Note: Jul Jones 9.16.26
Director Date

Commissioner's Action
Approve Disapprove

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

Chair MY
Member MTN
Member

SEP 16 2026

YELLOWSTONE COUNTY
PERSONNEL ACTION REPORT

Section 1

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

Name: Veronica Hills Effective Date: 09/30/2026
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: Promotion:

Seasonal Hire: Transfer:

Replaces position Demotion:

Name Reclassification:

New Budgeted Position

Other:

Funding: 2300 - 136 - 420200 - 111 Percent 100 New Account
Percent Split Account

[Signature]
Elected Official/Department Head Date 09/11/2026

Section 2

Human Resources: Finance:

Note: Note:
Ken Beer 9-16-26 [Signature] 9.16.26
Director Date Director Date

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

Chair [Signature]
Member [Signature]
Member [Signature]

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

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: Board Minutes

Submitted By: Teri Reitz, Board Clerk

TOPIC:

Board Minutes - Lockwood Irrigation District Board Minutes

BACKGROUND:

See attached.

RECOMMENDED ACTION:

Place to file.

Attachments

Lockwood Irrigation District Minutes

Meeting Minutes:

August 19, 2026

August meeting of the L.I.D. was held at the Lockwood Water and Sewer District office, at 1644 Old Hardin RD. The board members present were Terry Seiffert, Brent Kober, Bob Riehl and Manager Carl Peters. Val Dangerfield, Brian Richardson, Sara Richardson, Sindi Smith, Steve Smith, Steve Nave, Dick Hoke, Tyler Browning, Kent Hjorth, Rodney Stoddard, Jay Cormier, Ron Kindfather, Matt Crozier, Manny Richardson, Diane & Dave Warren were also present.

The meeting was called to order at 7:00 PM by Terry Seiffert. July 15, 2026, meeting minutes were reviewed, and Bob Riehl would like the comment made by Brian Richardson in the July 15th minutes to be removed due to it being stated as a fact and it is false, regarding the Ditch Rider position that is not open and Tyler Browning seeks. A motion to approve minutes as amended was made by Brent Kober and 2nd by Bob Riehl, to approve July 15th amended minutes, motion carried.

Public Comment:

Brian Richardson: This season my fields produced only 310 of the standard 65-pound bales, less than the seven bales per irrigated acre. Historically these fields produced 50 to 60 bales per acre on a single cutting alone. The difference has been multi-year restricted delivery. Brian thinks that there is conflict of interest that the Manager of the Irrigation District who manages the water rights for the District, should not be the board president of the Water and Sewer District who is trying to share or purchase the water rights from the District when the assessed users could be paying taxes for water without access because of the sale or sharing of these rights.

Rod Stoddard: I would like to know why we have less water in our ditch? Why is the ditch water still running down Dry Creek? The Manager spoke with the property owner, and this is the first that that manager has heard about this issue. The Manager also said that the only thing he can control is the headgate to prevent this from happening because the issue is from a bad lateral. The Manager has looked at it and has concluded that the only thing he can do is to turn off the headgate to that area to prevent any further flooding of Dry Creek area near Greenwood Ave.

Matt Crozier and his neighbor Dave at 809 Saddle Ln: I have been there 22 years and has talked to the Manager about the ditch being diverted towards our houses because there are cattle back there. We have had septic problems because of the diversion. It is also going into a field rather than down our ditch. This is lateral off Becraft LN. The manager explained that he had sent a letter to the property owner who was Helen Bell 3-26-26 (deceased) and has spoken with Guard Bell her son about getting ahold of the Lessee and she did a little bit of work at the beginning but it only stops it from going into our drain fields. Matt says they have also spoken with Kelly, the lessee of the land in question, she used to answer our calls but now she ignores them and we are still having issues watering our lawns. Terry Seiffert said the only course of action because it is a lateral is to shut the head gate down completely. The Manager says that if look up block 1 lot 1 in the Garrette subdivision 1.9 Acre plot, they are delinquent on their taxes, and it is still in Helen Bells name. Terry Seiffert says that it is probably in probate and that is why the taxes are delinquent. Matt Crozier has been trying to get Kelly the lessee to answer because he is willing to help get this issue resolved but she never responded. Bob Riehl said that his neighborhood put their lateral in pipe to avoid issues like this from happening. The district offers to buy the pipe, but the homeowners need to either work themselves or pay a contractor to complete the pipe. Terry Seiffert offered that Carl calls the lessee to see if she plans to do anything about this issue.

Steve Smith: Everyone on a lateral must pay taxes on that or just the property that they are having issues with? Bob Riehl says that technically everyone on the lateral will pay more taxes for the repair to a headgate or it is put into pipe by the District.

Jay Cormier: His neighbor at 47 Laurretta won't clean her ditch and it has been a problem for about 15 years. The Manager came down and cleaned it earlier with his rake before the season started this season, she hadn't cleaned it

since. I will contact a lawyer, and I will sue her and I will sue you. I am sick of this stuff. The Manager said that the neighbor refused one of the letters he has sent to her.

Tyler Browning: Says that Brian is getting lot of water in the ditch but there is not a lot of flow there. Historically there was a check there before the interstate came through. The Manager brought pictures from August 1st, but Tyler is explaining that the water isn't making it to the Big Tree field. The Manager said the pictures are from Old Hardin RD. Brian says that those ditches used cut waste deep and now they are cutting knee deep. Tyler says that this year he metered his water and this year he got his water. The past few years he did not. Once and a while, especially when Brian is irrigating the Big Tree Field, check the pressure on the culvert. Tyler passed the signatures for the petition created by Brian Richardson and Tyler Browning to have a full-time year around ditch rider replace the Manager.

Val Dangerfield: Can a homeowner hire a neighbor to dig out a lateral and submit it to the Board for payment? Bob Riehl said that only if the homeowner is going to pay for it because the District must hire a licensed contractor. This bill would then be passed to someone else.

Steve Nave: When are the trees going to get cut down on the ditch and the end of the 100' ditch, and start of Dickie RD, there are three trees growing right there. Are you going to let them get 45 feet tall and then tell the landowners that they need to pay to have them removed?

New Business

1. **\$1,739,00.00 Bond:** nothing new to report.
2. **New Pump Station Project:** The last program update on 6-24-26 & 8-10-26. On August 10, 2026, a new operating software was installed at the pump station, this enables the operator to maneuver the set point within a ½ inch of the upper canal water level. The lower canal is already controlled by the crossover valve. The month of July all three pumps had to be running to make the system work properly and this brought up our electricity costs, so the costs that are reported are not representative of the savings that should be associated with the new pump station. We should know from the next statement from Northwestern Energy to see if this fixed the problem. Terry Seiffert asked when the enclosure would be completed over the pump station. The Manager said that he doesn't know because the designer and fabricator were on site a couple weeks ago and found a couple of other issues and has not heard anything back from them.
3. **DNRC Planning Grant:** Brent Kober spoke with Mike Vinton, who had mentioned in a steering committee meeting that if there were any issues with anything in Lockwood to notify him, so I took it upon myself to contact Mike Vinton and asked him if he could help us with getting funding for some of the projects that we need to get competed here is Lockwood. He was emailed and he said that he would check into it and see where it goes.
4. **Phase 3 LWSD Sewer Project:** nothing new on that.
5. **MDT I-90 Interchange Projects:** nothing new.
6. **Clayton ST Project: 60' Greenwood Culvert extension:** nothing new to report
7. **2024 Required Audit:** The auditor's final invoice was in the invoices that were signed tonight for the remainder of the contracted amount of \$13,650.00 from Strom and Associated in amount of \$2,680.00 & submitted for partial reimbursement of \$5,000.00 and that amount has been transferred from the bond account into our O&M account. The Manager must advertise it in the local newspaper.
8. **PERS Questionnaire:** Haven't heard anything back.

Old Business

1. **LID-LWSD Water Rights:** The Manager said that he is expecting something by the September meeting. Tyler Browning asked why they don't use some of the Coulson water rights owned by local businesses like Weaver, Copart, and Par Montana? Terry Seiffert said that this would be up to Mike at LWSD to investigate but the last he heard was that Weaver wanted a million dollars for their rights.
2. **2014 LID Rate Update 2019:** On Hold.

Manager's Report:

Askin Construction cleaned the intake and split the cost with LWSD 1/3. July 9th and July 29th were for the debris of logs and moss in the intake. August 6 & 7 was removing the rockslide that came down from the quarry. They also went all the way up to the end for \$5,500.00. At 2532 Silverton the 60' had some seepage so we had Dale Hanson take the backhoe while there is water in the canal to seal this area; this method has worked in the past but may only last a season. There was a rusted-out culvert on Ethylene Ave that carries water from the 100' to Cherry St. and the County has replaced it. There was some flooding on 310 Hickory Dr and it's from the lateral that runs between Hickory and Wanda Ln. The property 233 Wanda so the Manager went over and cleaned it out on the 14th of August, it took Matt and I about an hour. The property owner Drew Hanson needs to have it cleaned out and has already received one of our letters, so it is time for the district to clean it with a backhoe. There were several headgates that needed to be addressed. The Brakken headgate off Old Hardin RD, it had a broken stem, so during moss shutdown a coupling was welded on one section, and a hole was drilled and bolt placed in the remaining stem so now it is functional. The other headgate was on Omaha St., and it lacked six bolts which were replaced even though it is on a closed system. The other headgate that needs to be replaced this fall is Becraft Ln, the Starlight/Twilight Headgate. It's cheaply done with wood and I never use wood; I always go through Montana Terrazo because they have a concrete design that works great. I added some sandbags and plastic, and I think we got it cut down a little. The Lorang Headgate was fixed using Gator Wrap and covered with quickcrete. Terry Seiffert said that we should get it replaced to avoid the same cost next year. There's a headgate that has never been used before being used to irrigate a small hayfield on McGrail's property above Rosebud Ln. 340 Juniper has a tree down that needs to be cut but it is not impeding the flow of the 60'. The LWSD Sewer project put in a new culvert on Tigard Ave in the 60'. On July 1st I seeded the 100' canal bank at 2424 Sunrise. On the 7th of July we burned the large brush pile at the quarry. We are starting to see moss in the river.

Ron Kindsfather: would like us to dig out an old lateral that used to be in his neighborhood to make it easier for him to get water to Cherry St. The District explained that we do not pay for laterals to be worked and that he would need to contact his neighbors to see what they thought and if they would help dig it in. Kent Hjorth says that when the ditch was there it would flood Ron's Property and McGrail's property. Kent says let's open her back up, we can have a ditch in my yard again. Kent says that if they dig the ditch through Keith's yard and McGrail's beautiful yard and T in at Ron's place; but I am betting that it will cause flooding for all of us.

Secretary's Report:

The June and July financial reports were presented at the August 19th meeting and a motion to approve the June and July financial were made by Bob Riehl and 2nd by Brent Kober. With no further business, a motion was made to adjourn by Bob Riehl, 2nd by Brent Kober, the meeting was adjourned at 8:34PM. The next board meeting will be on September 16, at 7:00 PM, located at the Lockwood Water and Sewer Office.

Respectfully submitted,
Angela Watson, Secretary/Treasurer

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: Board Minutes

Submitted By: Erika Guy

TOPIC:

Board Minutes - Tax Appeal 9/14/26

BACKGROUND:

See Attached

RECOMMENDED ACTION:

File

Attachments

Board Minutes

Yellowstone County Tax Appeal Board

Physical Address:
2825 3rd Ave N, Rm 419
Billings, MT 59101

Mailing Address:
PO Box 35000
Billings, MT 59107-5000



Yellowstone County Tax Appeal Board

MINUTES

COUNTY: Yellowstone County
PLACE: BOCC Board Room

DATE: September 14th, 2026
TIME: 10:06am-11:20am
*SHOW RECESS AND RECONVENTION

BOARD MEMBERS PRESENT:
Laura Myers
J.R. Reger
Hanna Wagner

SECRETARY:
Erika Guy

HEARINGS HELD:

10:00am	Docket #A-03-26	Montana Map LLC
---------	-----------------	-----------------

DECISIONS MADE:

Docket #A-03-26/A00261	Montana Map LLC	Adjusted
------------------------	-----------------	----------

Docket #A-03-26:

Motion made by Laura Myers to adjust the DOR's total value to \$3,500,000.00 due to the 14% vacancy rate provided by the DOR. Seconded by J.R. Reger. Motion passed unanimously.

SIGNED:

A handwritten signature in blue ink that reads "Laura Myers". The signature is written in a cursive style and is positioned above a horizontal line.

Laura Myers, Chair

RECEIVED
AUG 18 2026
 YELLOWSTONE COUNTY
 CLERK AND RECORDER

APPEAL TO THE COUNTY APPEAL TAX BOARD

A00261
 MTAB-401

Complete this document to appeal a property tax classification or assessment set by the Montana Department of Revenue (DOR). This appeal must be filed with the County Clerk and Recorder of the county where the property is located. This appeal will be heard by that county's Tax Appeal Board (CTAB). The County Tax Appeal Board is not part of the Department of Revenue.

FOR COUNTY APPEAL TAX BOARD USE

Docket Number: A-03-26
 Date Filed: 8/18/26
 Received by: Erika G.

Only one appeal may be made in each two-year appraisal cycle. The date your appeal is due depends on whether you went through the AB-26 informal review process with DOR.

If you did NOT file an AB-26.	OR	If you went through the AB-26 process.
The county Clerk and Recorder must <u>receive</u> your appeal within 30 days from the <u>date on the DOR's notice of tax classification or assessment.</u>		The county Clerk and Recorder must <u>receive</u> your appeal within 30 days from the <u>date on the final AB-26 decision sent by Montana Dept. of Revenue.</u>

If your appeal is received late it will not be considered. If your property taxes are due before the appeal is resolved, you must pay them under protest if you want them refunded to you.

If you refuse to allow DOR to inspect your property for appraisal you must submit an appraisal conducted by a licensed appraiser who is in good standing and certified in Montana. If you do not, the county and state tax appeal boards cannot revise your valuation.

Name	Baker Tilly Advisory Group, LP / Lisa Stark				
Taxpayer Name	Montana Map LLC				
Property County	Yellowstone				
Address	PO BOX 741328				
City	Dallas	State	TX	Zip	75374
Email	lisa.stark@bakertilly.com		Phone	+1 (626) 858-8621	

Was an AB-26 Form filed with the Dept. of Revenue?

Select One: ☒ No ☐ Yes

Decision Date: _____

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Legal Description of Property:

Street Address	303 N Broadway	No. of Acres	
Lot(s)	16-18. E77. 28 LTS 19-20, Frac 21-24	Section	32
Block(s)	56, 44	Township	01 N
Addition / Subdiv.	Fosters Add	Range	26 E
City / Town	Billings, MT	GEOCode	03103332407060000

	Dept. of Revenue Valuation	Taxpayer Requested Valuation	CTAB Valuation For CTAB use only.
Land			
Buildings & Improvements	\$4,557,100.00	\$2,500,000.00	

This section is your opportunity to describe what you think was incorrect about DOR's classification and assessment and to describe what the Board should do to correct it.

What was incorrect about DOR's classification or assessment?

(Ex: A similar house in my neighborhood sold for less.)

HUB no longer high rise office. Property is listed for sale @ \$2.5M. High vacancy.
Income does not support assessment.

What are you asking for to correct the problem?

(Ex: My home should be valued at \$75,000.)

Property should be valued at \$2,500,000.

Date	 Taxpayer Signature
------	---

APPEAL TO THE COUNTY APPEAL TAX BOARD

MTAB-401

Optional: 3rd Party Representation: List below.

I hereby authorize Baker Tilly Advisory Group, LP to represent me in this appeal.

Address	PO Box 741328 Dallas TX 75374		
Email	lisa.stark@bakertilly.com	Phone	+1 (626) 858-8621
Date	/ /	Taxpayer Signature	

Finally, make two copies of this document and:

- Send the original AND one copy to the County Clerk and Recorder.
- Keep one copy for your records.

What Happens Next?

The County Tax Appeal Board will contact you to arrange a hearing with you and the Department of Revenue. After the hearing, the County Tax Appeal Board will provide you with a decision by mail within 3 days.

The following section is for the County Tax Appeal Board to write its decision.

The above application is:	Granted / Denied / <u>Granted in Part</u>
For the following reasons:	Adjusted to \$3,500,000. Board believes TP established the vacancy rate applied by DAR's model was too low but failed to establish factors satisfactory to the board as to why their particular vacancy rate was so high. Adjusted accordingly
Date: <u>9-14-26</u>	Chair Signature & County: <u>Jamalliyew, Yellowstone</u>

You may appeal this County Tax Appeal Board decision to the Montana Tax Appeal Board. To do so, complete and submit an Appeal to the Montana Tax Appeal Board (form MTAB-801), available at www.mtab.mt.gov.

The Montana Tax Appeal Board must receive your appeal within 30 days from when you received the County Tax Appeal Board decision or your appeal will not be accepted.

B.O.C.C. Regular

Meeting Date: 09/22/2026

Title: FY27 Contract for County Road Pavement Markings

Submitted For: Monica Plecker, Public Works Director

Submitted By: Trasee Field, Senior Secretary

TOPIC:

Contract with Solo Marking, LLC

BACKGROUND:

FY27 Contract for County Road Pavement Markings

RECOMMENDED ACTION:

File

Attachments

Contract

YELLOWSTONE COUNTY

INDEPENDENT CONTRACTOR CONTRACT

This Contract is entered into by and between Yellowstone County, Montana, herein referred to as "COUNTY", and Solo Marking, LLC, herein referred to as "CONTRACTOR", whose address is 5326 Green Teal Dr., Billings, MT, 59106.

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES: CONTRACTOR agrees to complete and perform the work or services for FY27 County Road Pavement Markings – Contract 1, in accordance with the solicitation, plans, and specifications attached and hereby incorporated as **Exhibit A**.

The scope generally includes the installation of pavement markings (lines, words, and symbols), using waterborne paint, on public County roads recently chip sealed by the Yellowstone County Road and Bridge Department.

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

3. EFFECTIVE DATE AND TIME OF PERFORMANCE: CONTRACTOR shall complete the described work by October 30, 2026.

4. COMPENSTATION: For the satisfactory completion of the scope of services, COUNTY shall pay CONTRACTOR a total of \$37.00 per gallon of white and yellow paint, and \$250.00 per gallon of white paint used for words and symbols. CONTRACTOR should submit invoices directly to COUNTY upon satisfactory completion of services for the period being invoiced. Any Change Orders for the project must be approved in writing by COUNTY prior to work being started. COUNTY shall pay invoices within 30 days of invoice date.

5. CONTRACTOR'S REPRESENTATION:

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

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

1. This agreement,
2. The Scope of Work, attached as Exhibit A,
3. CONTRACTOR's proposal, dated September 4, 2026,
4. CONTRACTOR's certificate of insurance and workers compensation coverage.

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

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

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

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

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

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

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

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

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

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

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

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

18. TERMINATION: COUNTY reserves the right to terminate this Contract, in whole or in part, at any time by providing thirty (30) days written notice to CONTRACTOR. On the termination date specified in the notice, CONTRACTOR shall have ceased its services in an orderly manner. If a new contractor is retained to, or COUNTY will itself complete the services, CONTRACTOR will fully cooperate with COUNTY in preparing the new contractor or COUNTY to take over completion of services on the specified termination date. CONTRACTOR will be reimbursed for all reasonable costs incurred and unpaid for services rendered in conformance with this Contract through the date of termination specified in COUNTY's notice to CONTRACTOR. In no case will CONTRACTOR be paid for services rendered after the date of termination.

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

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

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

This Contract will be effective September 9, 2026.

COUNTY:
Yellowstone County
Billings, MT 59101

CONTRACTOR
Solor Marking, LLC.
Billings, MT 59106

Jay D. Anderson, PE
Deputy Public Works Director



Ty Rider
President

EXHIBIT A

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)
Fax (254-7946)

August 28, 2026

To whom it may Concern:

Yellowstone County is currently requesting price quotations (price per gallon applied) from interested parties for the application of pavement markings (lane line striping, symbols, and words) on various roads in Yellowstone County. Exhibit A, attached, provides pertinent information for use by the Contractor.

If you are interested in submitting a quotation please mail the enclosed price sheet to the Yellowstone County Public Works Department, P.O. Box 35024, Billings, MT 59107; or deliver to the Public Works Department, Room 3201 of the Stillwater Building, 316 North 26th Street, Billings, MT 59101; or e-mail the price sheet to janderson@yellowstonecountymt.gov by **3:00 p.m., Friday, September 4, 2026**.

The selected contractor will be required to provide a copy of their workers compensation coverage and insurance, meeting the requirements provided herein, prior to beginning the project. All Work shall be completed in accordance with this scope of work, in accordance with the specifications provided in Exhibit A.

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

All employees employed by CONTRACTOR or their subcontractor(s) in performance of this Contract which exceeds twenty-five thousand dollars (\$25,000.00) will be paid wages at rates as may be required by the laws of the State of Montana in accordance with the schedule of Montana Prevailing Wage Rates for Highway Construction 2026, established by the Montana Department of Labor and Industry.

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

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

Thank you,

Jay D. Anderson
Deputy Public Works Director
Yellowstone County

EXHIBIT A

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)

Fax (254-7946)

EXHIBIT A

		Total CL Length (mi) = 30.3			Striping and Marking Type					
Pave Type*	Road Name	Location	Boundary Roads	Approx. CL Length (mi)	4" Solid Double Yellow, Centerline	4" Solid White, Edge Lines	Retrace Existing Markings	Words, and Symbols**	As Staked in Field or per Plans	Contractor to Complete by date:
Chip	Spring Creek Rd	South Billings	River Rd to South	7.5	X	X		X		10/2/2026
Chip	Railroad Highway	Worden	S 4th Rd to S 11th Rd	3.9	X	X		X		10/2/2026
Chip	South 4th Rd	Worden	Railroad Highway to South	0.8	X			X		10/2/2026
Chip	West Arrow Creek	Ballantine	I-94 South to Gravel	0.6	X	X		X		10/2/2026
Chip	Old Hardin Custer	Custer Area	Custer to HWY 47	2.5	X			X		10/2/2026
Chip	Mussellshell Trail	Custer Area	Pease Bottom to North	4.5	X	X		X		10/2/2026
Chip	Pease Bottom	Custer Area	Mussellshell Trail to East	5	X			X		10/2/2026
Chip	Buffalo Creek	Custer Area	Mussellshell Trail to West	5.5	X			X		10/2/2026

* Chip = Chip Seal, NP = New Pavement, EP = Existing Pavement, M = Millings

** Words, and Symbols shall include, but is not limited to, bars, railroad crossings, and crosswalks.

EXHIBIT A

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)

Fax (254-7946)

STANDARD SPECIFICATIONS

Pavement markings performed in accordance with Section 02581, specifically Parts 1.1, 2.2, 3.2, and 4.1.H of the Montana Public Works Standard Specifications, 7th Edition, April 2021. Where MDT Road and Bridge Standard Specifications are referenced in Section 02581, the most current version applies. Tabs or paint layout has been provided by the County. It is possible the layout is disturbed prior to contract award. Contractor shall review the site and coordinate with the County for any necessary layout refreshment ahead of their schedule. The County requires minimum 48-hour notice from the Contractor to perform layout refresh. The County does not work Fri-Sun. Chip Seal surfacing is not considered an Open Graded Friction Course.

EXHIBIT A

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)

Fax (254-7946)

INSURANCE REQUIREMENTS

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

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

CHECK LIST

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

1. Read and understand the specifications.
2. Have made yourself familiar with any State laws that pertain to the bid.
3. Asked and received answers to any questions regarding the bid procedure, specifications or general information.
4. Acknowledged any addenda issued throughout advertisement phase.
5. Addressed and mailed or delivered your quotation to be received at the correct address by the time and date indicated.

Yellowstone County



Public Works Department

Po Box 35024
Billings, MT 59107

Phone (256-2735)

Fax (254-7946)

Quote Solicitation FY27 County Road Pavement Markings – Contract 1

Price Quote (BID) Sheet

Please include this sheet with your bid documents.

White Traffic Line \$ Per Gallon of Paint Used & Accepted (Est. 650 Gal) \$37.00

Yellow Traffic Line \$ Per Gallon of Paint Used & Accepted (Est. 1,200 Gal) \$37.00

White Words, and Symbols \$ Per Gallon of Paint Used & Accepted (Est. 20 Gal) \$250.00

Solo Marking, LLC

Company Name

Ty Rider, President

Authorized Representative

5326 Green Teal Dr.

Mailing Address

Billings, MT 59106

City, State and Zip Code

(406) 702-4387

Telephone Number

t.rider@solomarking.com

Email Address

9/3/2026

Date

I acknowledge receiving the following addenda, if applicable.

#1 _____

Initials

#2 _____

Initials



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/10/2026

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

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

PRODUCER Acrisure New England Partners Insurance Services, LLC 10 Research Parkway, Suite 400 Wallingford CT 06492	CONTACT NAME: PHONE (A/C, No, Ext): 203-699-4500 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Solo Marking LLC 5326 Green Teal Dr. Billings MT 59106	INSURER(S) AFFORDING COVERAGE INSURER A: The Charter Oak Fire Insurance Company INSURER B: The Travelers Indemnity Company INSURER C: Travelers Property Casualty Company of America INSURER D: The Travelers Indemnity Company of Connecticut INSURER E: INSURER F:

License#: BR-1796561
SOLOMAR-01**COVERAGES****CERTIFICATE NUMBER:** 93499803**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☒ LOC OTHER:	Y		DT-CO-8X399999-COF-26	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			BA-8X400099-26-G	5/1/2026	5/1/2027	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CUP-2Y657073-26-26	5/1/2026	5/1/2027	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N ☐	N / A	UB-8X400063-26-26-G	5/1/2026	5/1/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

REF: FY27 County Road Pavement Markings – Contract 1

Yellowstone County is included as an additional insured on the general liability per the terms and conditions of attached form CGD246

CERTIFICATE HOLDER**CANCELLATION**Yellowstone County
Public Works Department
Po Box 35024
Billings, MT 59107

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED **(Includes Products-Completed Operations If Required By Contract)**

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

PROVISIONS

The following is added to **SECTION II – WHO IS AN INSURED**:

Any person or organization that you agree in a written contract or agreement to include as an additional insured on this Coverage Part is an insured, but only:

- a. With respect to liability for "bodily injury" or "property damage" that occurs, or for "personal injury" caused by an offense that is committed, subsequent to the signing of that contract or agreement and while that part of the contract or agreement is in effect; and
- b. If, and only to the extent that, such injury or damage is caused by acts or omissions of you or your subcontractor in the performance of "your work" to which the written contract or agreement applies. Such person or organization does not qualify as an additional insured with respect to the independent acts or omissions of such person or organization.

The insurance provided to such additional insured is subject to the following provisions:

- a. If the Limits of Insurance of this Coverage Part shown in the Declarations exceed the minimum limits required by the written contract or agreement, the insurance provided to the additional insured will be limited to such minimum required limits. For the purposes of determining whether this limitation applies, the minimum limits required by the written contract or agreement will be considered to include the minimum limits of any Umbrella or Excess liability coverage required for the additional insured by that written contract or agreement. This provision will not increase the limits of insurance described in Section III – Limits Of Insurance.
- b. The insurance provided to such additional insured does not apply to:

(1) Any "bodily injury", "property damage" or "personal injury" arising out of the providing, or failure to provide, any professional architectural, engineering or surveying services, including:

- (a) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders or change orders, or the preparing, approving, or failing to prepare or approve, drawings and specifications; and
- (b) Supervisory, inspection, architectural or engineering activities.

(2) Any "bodily injury" or "property damage" caused by "your work" and included in the "products-completed operations hazard" unless the written contract or agreement specifically requires you to provide such coverage for that additional insured during the policy period.

c. The additional insured must comply with the following duties:

(1) Give us written notice as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, such notice should include:

- (a) How, when and where the "occurrence" or offense took place;
- (b) The names and addresses of any injured persons and witnesses; and
- (c) The nature and location of any injury or damage arising out of the "occurrence" or offense.

(2) If a claim is made or "suit" is brought against the additional insured:

COMMERCIAL GENERAL LIABILITY

- (a) Immediately record the specifics of the claim or "suit" and the date received; and
 - (b) Notify us as soon as practicable and see to it that we receive written notice of the claim or "suit" as soon as practicable.
- (3) Immediately send us copies of all legal papers received in connection with the claim or "suit", cooperate with us in the investigation or settlement of the claim or defense against the "suit", and otherwise comply with all policy conditions.
- (4) Tender the defense and indemnity of any claim or "suit" to any provider of other insurance which would cover such additional insured for a loss we cover. However, this condition does not affect whether the insurance provided to such additional insured is primary to other insurance available to such additional insured which covers that person or organization as a named insured as described in Paragraph 4., Other Insurance, of Section IV – Commercial General Liability Conditions.